

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

In Re: Ohio Valley University

Bk. No.: 22-00056

Chapter 7

Debtor.

**MOTION OF CHAPTER 7 TRUSTEE FOR AN ORDER APPROVING  
THE SALE OF CERTAIN ASSETS OF THE DEBTOR'S ESTATE FREE  
AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES  
PURSUANT TO 11 U.S.C. §§105 AND 363 AND RELATED RELIEF**

Thomas H. Fluharty, Chapter 7 Trustee for the bankruptcy estate (the "Estate") of Ohio Valley University ("Debtor"), requests the entry of an order approving the sale of certain assets of the Debtor's Estate to Cranehill Capital, LLC., ("Cranehill") free and clear of liens, claims, interests, and encumbrances pursuant to 11 U.S.C. §§105 and 363, and related relief ("Motion").

In support of the Motion, the Trustee respectfully states as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A). Venue of this proceeding and this Motion is proper in this District pursuant to 28 U.S.C. §§1408 and 1409.

2. The statutory predicates for the relief sought herein are Sections 105(a) and 363 of Title 11 of the United States Code (the "Bankruptcy Code"), as well as Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

**BACKGROUND**

3. On February 17, 2022 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of West Virginia (the "Court"). On or about February 17, 2022 the Trustee was

appointed as the Chapter 7 Trustee for the Debtor's Estate.

4. Since being appointed, the Trustee has administered the Debtor's Estate for the benefit of its creditors in accordance with its power and duties. The Trustee is now in the process of winding down the administration of this case. To that end, the Trustee is engaged in efforts to ensure that the maximum value of the Estate's remaining assets is realized, which efforts include pursuing the sale of any remaining assets.

5. Remnant assets of the Bankruptcy Estate including any interest in the estate of Dorothea J. Tustin, and any other unknown assets, real or personal, excluding cash on hand; the sales price of this transaction; coal within the State of West Virginia, all oil or gas interests, the real estate encompassing the campus real estate described in the Exhibit A attached to the Asset Purchase Agreement and any personal property located on the former campus. It is believed that the bankruptcy estate could receive as much as \$15,000.00 from the estate of Dorothea J. Tustin, but the precise timing of any distribution is unknown. The Trustee is not aware of any other specific bequests that could inure to the benefit of the debtor.

6. The Trustee and Cranchill Capital, LLC. have negotiated an agreement (the "Purchase Agreement") for the sale of the Remnant Assets. A copy of the Purchase Agreement is appended as **Exhibit A** to the form of order filed with this Motion.

#### **REQUESTED RELIEF**

7. By this Motion, the Trustee seeks the entry of an order pursuant to 11 U.S.C. §§105 and 363(b), (f), and (m), as well as Bankruptcy Rule 6004, (a) authorizing the Trustee to sell the Remnant Assets free and clear of all liens, claims, interests, and encumbrances; and (b) approving the terms of the Purchase Agreement.

8. The Purchase Agreement generally provides for an aggregate purchase price of

\$12,000.00 (the “Purchase Price”) to be paid by Cranehill Capital, LLC. to the Trustee for the benefit of the Debtor’s Estate.

9. In accordance with the Purchase Agreement, the Remnant Assets of the Bankruptcy Estate including any interest in the Estate of Dorothea J. Tustin, and any other unknown assets, real or personal, excluding cash on hand; the sales price of this transaction; coal within the State of West Virginia, all oil or gas interests; the real estate encompassing the campus real estate described in the Exhibit A attached to the Asset Purchase Agreement and any personal property located on the former campus.

10. In the Trustee’s business judgment, the Purchase Price represents a fair and reasonable sales price for the Remnant Assets, and represents the highest and best offer for the sale of the Remnant Assets. Additionally, the benefit of receiving immediate payment for the Remnant Assets, which are largely unknown, outweighs the potential benefits of retaining the Remnant Assets. Finally, the Trustee believes that pursuing the Remnant Assets will delay a distribution by the estate..

### **BIDDING PROCEDURES**

11. Contemporaneously herewith, the Trustee has filed the Notice of Motion of Chapter 7 Trustee for an Order Approving the Sale of Certain Assets of the Debtor’s Estate Free and Clear of Liens, Claims, Interests, and Encumbrances Pursuant to 11 U.S.C. §§105 and 363 and Related Relief (the “Notice”), which establishes a deadline by which objections or responses to this Motion must be filed with the Court (the “Response Deadline”).

12. While the Trustee is prepared to consummate the sale of the Remnant Assets to Cranehill Capital, LLC. pursuant to the terms set forth herein and in the Purchase Agreement, in the event a party other than Cranehill Capital, LLC. (each, an “Interested Bidder”) wishes to

purchase the Remnant Assets, the Trustee requests that the Court approve the following overbid procedures (collectively, the “Bidding Procedures”):

- a. Each Interested Bidder who wants to participate in the overbid process must notify the Trustee of its intention to do so in accordance with the Notice on or before the Response Deadline;
- b. Each initial overbid for the Remnant Assets must be at least \$13,000.00;
- c. Each Interested Bidder must submit a cashier's check to the Trustee in the amount of such Interested Bidder's initial overbid; and
- d. In the event a party other than Cranehill Capital, LLC. is deemed the winning bidder with respect to the Remnant Assets, such other party shall be required to purchase the Remnant Assets under the same terms and conditions as set forth in the Purchase Agreement.

13. The Trustee believes that the private sale of the Remnant Assets in accordance with the terms of the Purchase Agreement, and as provided herein, serves the best interests of the Debtor's Estate and creditors, as the sale will allow the Trustee to realize additional funds for the benefit of the Estate. Accordingly, the sale to Cranehill Capital, LLC. should be approved as requested.

#### **AUTHORITY FOR REQUESTED RELIEF**

14. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. §363(b)(1). Moreover Section 105(a) of the Bankruptcy Code provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. §105(a).

15. To approve use, sale or lease of property outside the ordinary course of business, the Court must find that such sale is supported by the sound business judgment of the debtor or trustee, as the case may be. *See In re Martin (Myers v. Martin)*, 91 F.3d 389 395 (3d Cir. 1996);

*In re Abbotts Dairies of Pa. Inc.*, 788 F. 2d 143 (3d Cir. 1986) (requiring good faith purchasing); *Stephens Indus., Inc., v. McClung*, 789 F.2d 386, 391 (6<sup>th</sup> Cir. 1986); *Comm. of Equity Sec. Holders v. Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D.Del. 1991) (holding that transactions should be approved under Section 363(b)(1) when: (a) they are supported by the sound business judgement of a debtor's management; (b) interested parties are provided with adequate and reasonable notice; (c) the sale price is fair and reasonable; and (d) the purchaser is acting in good faith); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989); and *In re Phoenix Steel Corp.*, 82 B.R. 334, 335 (Bankr. D.Del 1987) (stating that the elements necessary for approval of a section 363 sale in a chapter 11 case are "that the proposed sale is fair and equitable, that there is a good business reason for completing the sale and the transaction is in good faith.").

16. A trustee's showing of sound business judgment, in turn, need not be unduly exhaustive; instead the trustee is "simply required to justify the proposed disposition with sound business reasons." *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984). Whether or not there are sufficient business reasons to justify a sale depends upon the facts and circumstances of each case. *See Lionel*, 722 F. 2d at 1071. Bankruptcy courts are given substantial discretion in deciding whether to authorize a sale of a debtor's assets outside of the ordinary course of business. *See In re Chateaugay Corp.*, 973 F.2d 141, 144 (2d Cir. 1992).

17. The Trustee submits that the sale of the Remnant Assets pursuant to the Purchase Agreement represents a prudent and proper exercise of business judgment, and is in the best interest of creditors of the Debtor's Estate. Specifically, the Purchase Agreement was negotiated at arm's length and in good faith, and the Trustee believes that the Purchase Price is reasonable and represents fair value. Moreover, a private sale is appropriate because any costs associated

with an auction of the Remnant Assets would likely exceed the Purchase Price and, in turn, any benefit to the Estate.

18. Moreover, based on the foregoing, Cranehill Capital, LLC. should be deemed a good faith purchaser. Although the Bankruptcy Code does not define “good faith purchaser,” the United States Court of Appeals for the Third Circuit construing section 363(m), has stated that “the phrase encompasses one who purchases in ‘good faith’ and for value’.” *In re Abbott’s Dairies of Pa., Inc.*, 788 F.2d at 147; *See also In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 8 (1<sup>st</sup> Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4<sup>th</sup> Cir. 1985); and *In re Vanguard Oil & Serv. Co.*, 88 B.R. 576, 580 (E.D.N.Y. 1988).

19. Additionally, section 363(f) of the Bankruptcy Code permits a trustee to sell assets free and clear of all interests which may be asserted against such assets, with any such interests attaching to the net proceeds of the sale, if subject to the rights and defenses of a debtor with respect thereto:

- a. Applicable non bankruptcy law permits sale of such property free and clear of such interest;
- b. Such entity consents;
- c. Such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- d. Such interest is in bona fide dispute; or
- e. Such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C§363(f). As Section 363(f) of the Bankruptcy Code is stated in the disjunctive, when proceeding pursuant to Section 363(b), it is only necessary to meet one of the five conditions of Section 363(f). To the extent that there are interests that may be asserted in the Remnant Assets, the Trustee believes that one or more of the aforementioned conditions have been satisfied.

20. Finally, the Trustee's proposed Bidding Procedures are appropriate and should be approved by the Court. Courts have routinely held that when the sale of assets in bankruptcy is done on a competitive bidding basis, as is proposed herein, it is appropriate to require parties submitting competing bids to submit bids that exceed the existing bid by a specified amount. See, e.g., *In re Financial News Network Inc.*, 931 F.2d 217 (2d Cir. 1991). Cranehill Capital, LLC. has expended, and will continue to expend, considerable time, money, and energy pursuing the purchase of the Remnant Assets as proposed herein, and has engaged in good faith, arm's length negotiations with the Trustee.

21. As set forth herein, the Trustee submits that the sale of the Remnant Assets is a prudent exercise of its business judgment under the circumstances, and is in the best interest of the Debtor's Estate and creditors. Indeed, the Trustee is not aware of any future assets or claims that may be liquidated, obtained or otherwise administered, and absent the sale to Cranehill Capital, LLC., the Debtor's Estate would not realize any benefits on account of the Remnant Assets. Finally, the Purchase Price for the sale is reasonable and has been negotiated at arm's length. Therefore, the Trustee respectfully requests that the Court grant the Motion.

### **WAIVER OF STAY OF ORDER**

22. Pursuant to Bankruptcy Rule 6004(h), an order authorizing the sale of property is stayed for fourteen (14) days after the entry of the order unless the Court orders otherwise. The Trustee requests that the Court order that such stay not apply with respect to the sale of the Remnant Assets.

### **NOTICE**

23. Notice of this Motion has been given to the Debtor, the Office of the United States Trustee, Cranehill Capital, LLC., and all parties requesting notice pursuant to Bankruptcy Rule

2002. The Trustee submits, and requests that this Court determine, that such notice is proper and adequate; no further notice is required; and that other and further notice be waived.

**WHEREFORE** the Trustee respectfully requests entry of an Order authorizing the sale of the Remnant Assets pursuant to the terms of the Purchase Agreement, waiving the fourteen-day stay under Bankruptcy Rule 6004(h), approving the Trustee's bidding procedures, and granting such other and further relief as this Court deems just and proper.

Dated: 3/7/24

By: /s/ Thomas H. Fluharty  
Thomas H. Fluharty, Trustee  
WV Bar No. 1231  
408 Lee Avenue  
Clarksburg, WV 26301  
(304) 624-7832  
Email: [thfaal@aol.com](mailto:thfaal@aol.com)

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”, dated February 19, 2024, is by and between **THOMAS H. FLUHARTY, not individually, but solely as chapter 7 Trustee** (“Trustee” or “Seller”) of the **OHIO VALLEY UNIVERSITY** (“Debtor”) **BANKRUPTCY ESTATE** (“Estate”) and **CRANEHILL CAPITAL, LLC.**, (“Purchaser”).

### WITNESSETH:

**WHEREAS**, on February 17, 2022, the Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of West Virginia (“Court”), assigned Case Number 22-00056; and

**WHEREAS**, at the time of the execution of this Agreement and continuing into the future, there may be property of the Estate remaining, (collectively, “Remnant Assets”); including but not limited to the Estate of Dorothea J. Tustin and

**WHEREAS**, Remnant Assets of the Bankruptcy Estate including any interest in the Estate of Dorothea J. Tustin, and any other unknown assets, real or personal, excluding cash on hand; the sales price of this transaction; coal, oil or gas interests; the real estate encompassing the campus real estate described in the Exhibit A attached to this Asset Purchase Agreement, and any personal property located on the former campus; and

**WHEREAS**, subject to Court approval, Seller has the power and authority to sell and assign all right, title and interest in and to the Remnant Assets to Purchaser, including, but not limited to the proceeds, thereof.

**NOW THEREFORE**, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) payable within 10 business days of receipt by Purchaser of this executed Agreement and the entry of a non-appealable Order of the Court approving this Agreement.


2. **Assignment of Remnant Assets.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of the Seller’s right, title and interest under, in and to the Remnant Assets, as well as any and all claims and rights related to the Remnant Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Remnant Assets and all amounts, interest, and costs due under the Remnant Assets.

There is not conveyed or assigned any coal properties within the State of West Virginia, all oil and gas properties, real estate or minerals underlying the campus property described in the attached Exhibit A or any personal property located thereon.

3. **Authority to Sell.** Subject to Court approval, the sale of the Remnant Assets by the Seller is made pursuant to the authority vested in the Seller.
4. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Remnant Assets shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Remnant Assets.
5. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement, subject to Bankruptcy Court approval.
6. **Free and Clear Sale.** the sale of Remnant Assets shall be free and clear of any liens, claims, or encumbrances pursuant to 11 U.S.C. §363(f).
7. **No Assumption of Liabilities.** The parties agree that Purchaser is acquiring only the Remnant Assets and that Purchaser is neither acquiring nor assuming any liabilities of the Seller under this Agreement, except as may otherwise expressly be provided herein.
8. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. However, Purchaser shall reimburse Seller for its reasonable costs associated with such compliance.
9. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.
10. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of West Virginia, without giving effect to choice of law principles of the State of West Virginia.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies or facsimiles of execution signatures shall be equivalent to original signatures.

**THIS AGREEMENT** has been duly executed as of the day and year first above written.

**CRANEHILL CAPITAL, LLC.**

By:   
Name: Gregory Mullen  
Its: President

Address (*for regular mail and mail forwarding*): P.O. Box 25505, Dallas, TX 75225  
Address (*for overnight delivery*): 5206 McKinney Avenue, Suite 204, Dallas, TX 75205  
Telephone: (214) 373-1221

**OHIO VALLEY UNIVERSITY**

By: \_\_\_\_\_  
Name: THOMAS H. FLUHARTY  
Its: Chapter 7 Trustee

Address: 408 Lee Avenue, Clarksburg, WV 26301  
Telephone: (304) 624-7832


**THIS AGREEMENT** has been duly executed as of the day and year first above written.

**CRANEHILL CAPITAL, LLC.**

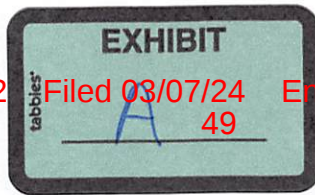
By: \_\_\_\_\_  
Name: Gregory Mullen  
Its: President

Address (*for regular mail and mail forwarding*): P.O. Box 25505, Dallas, TX 75225  
Address (*for overnight delivery*): 5206 McKinney Avenue, Suite 204, Dallas, TX 75205  
Telephone: (214) 373-1221

**OHIO VALLEY UNIVERSITY**

By:   
Name: THOMAS H. FLUHARTY  
Its: Chapter 7 Trustee

Address: 408 Lee Avenue, Clarksburg, WV 26301  
Telephone: (304) 624-7832



**SCHEDULE 2.1(a): CAMPUS REAL PROPERTY**

**SOUTH CAMPUS**

All those certain tracts or parcels of land situate in Parkersburg District Wood County, West Virginia and being more particularly described as follows:

**First Tract:** Beginning at a stake at the southeast corner of the tract herein conveyed, which said stake is at the intersection of lands now or formerly owned by Graham Packing Company and Nesselrotte; thence N. 62° 17' W. 247.7 feet to the center line of Jug Run Road, thence continuing N. 62° 17' W. 2548.66 feet to a stake; thence N. 27° 47' E. 890 feet to a stake, thence S. 60° 37' E. 2566.93 feet to a stake; thence S. 12° W. 361.28 feet to the center line of said Jug Run Road; thence continuing S. 12° W. 485.72 feet to the place of beginning, containing 52.37 acres, more or less.

There is excepted therefrom a parcel heretofore conveyed to the State Road Commission by Deed of record in the Wood County Clerk's Office in Deed Book 492 at Page 362.

**EXCEPTING** from the above described premises the following described premises as conveyed by Ohio Valley University, Inc., fka Ohio Valley College, Inc., a West Virginia non-profit corporation, to Newberry Apartments L.P., an Ohio limited partnership, dated July 2, 2018, filed July 3, 2018, as recorded in Deed Book 1280, Page 466, Records of the Clerk of the County Commission of Wood County, West Virginia:

**SITUATE** ON THE WATERS OF LITTLE POND RUN AND BEING A PART OF HILL LAND LOTS NUMBER 11 AND 12 OF THE JOHN COOK ESTATE (ORDER BOOK 19, PAGES 227-234), PARKERSBURG DISTRICT, WOOD COUNTY, WEST VIRGINIA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 5/8" CAPPED REBAR SET IN THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH CAMPUS VIEW DRIVE, SAID 5/8" CAPPED REBAR SET BEING IN A COMMON EASTERLY LINE OF THE 5.70 ACRE PARKERSBURG HEALTH PARTNERS, LLC, TRACT (DEED BOOK 1032, PAGE 345 (SEE DEED BOOK 1047, PAGE 558 FOR ANNEXATION)), FROM WHERE A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF SAID 5.70 ACRE PARKERSBURG HEALTH PARTNERS, LLC, TRACT, BEARS N 24°49'03" E 10.29 FEET;

THENCE, WITH THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH CAMPUS VIEW DRIVE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

- (1) THENCE S 62°29'23" E 178.57 FEET TO A P. K. NAIL FOUND;
- (2) THENCE S 63°49'23" E 144.87 FEET TO A 5/8" CAPPED REBAR SET;
- (3) THENCE S 60°32'23" E 97.69 FEET TO A 5/8" CAPPED REBAR SET;
- (4) THENCE S 49°51'23" E 62.46 FEET TO A 5/8" CAPPED REBAR SET;
- (5) THENCE S 65°08'23" E 59.05 FEET TO A P. K. NAIL SET;

THENCE S 38°12'37" W 317.88 FEET, LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH CAMPUS VIEW DRIVE AND BINDING ON THE OHIO VALLEY COLLEGE INC., TRACT (DEED BOOK 1069, PAGE 361 (FIRST TRACT AND THIRD TRACT)), TO A 5/8" CAPPED REBAR SET IN THE NORTHERLY LINE OF A 25 FOOT WIDE STRIP SHOWN AS PART OF L. M. MCDUGAL'S ADDITION (PLAT BOOK 1, PAGE 38), PASSING A P. K. NAIL FOUND AT 5.57 FEET AND PASSING A CAPPED (ESI) REBAR FOUND AT 310.75 FEET;

THENCE N 63°03'00" W 547.82 FEET, WITH THE NORTHERLY LINE OF SAID L. M. MCDUGAL'S ADDITION, TO AN 1/2" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID 5.70 ACRE PARKERSBURG HEALTH PARTNERS, LLC, TRACT;

THENCE, WITH SAID 5.70 ACRE PARKERSBURG HEALTH PARTNERS, LLC, TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

- (1) THENCE N 12°51'01" E 129.11 FEET TO A 1/2" REBAR FOUND, PASSING A CAPPED (ESI) REBAR FOUND AT 7.13 FEET;
- (2) THENCE N 40°38'51" E 124.12 FEET TO A 1/2" REBAR FOUND;
- (3) THENCE N 88°31'30" E 82.67 FEET TO A 1/2" REBAR FOUND;
- (4) THENCE N 24°49'03" E 42.80 FEET TO THE POINT OF BEGINNING;

CONTAINING 4.312 ACRES, PER AN ACTUAL FIELD SURVEY PERFORMED BY RANDALL R. CLINE II ON OR ABOUT 11/16/2017.

BEING A PART OF THE SAME TRACTS OR PARCELS OF LAND CONVEYED TO OHIO VALLEY COLLEGE INC., IN DEED BOOK 1069, PAGE 361 (PART FIRST TRACT AND PART THIRD TRACT).

SUBJECT TO ALL LEGAL RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS OF RECORD.

BASIS OF BEARINGS: WEST VIRGINIA STATE PLANE (NORTH ZONE).

Being Map 150, Parcel K1

**FURTHER EXCEPTING** from the above described premises the following described premises, as conveyed by Ohio Valley College, Inc., a West Virginia corporation, d.b.a. Ohio Valley University, to S.J. Ventures, Inc., a West Virginia corporation, dated June 8, 2006, as recorded in Deed Book 1098, Page 86, Records of the Clerk of the County Commission of Wood County, West Virginia (described as "Parcel 1" therein):

Situate and being in the District of Parkersburg, County of Wood, and State of West Virginia, more particularly described as follows:

BEGINNING at a reference point at the common corner of properties owned by S.J. Ventures, Inc., D.E. and T.A. Kniska, and the Wood County Development Authority; thence North 63° 41' 43" West 39.67 feet with the property line between S.J. Ventures, Inc. and the Wood County Development Authority, to the true beginning point; thence with the following bearings and distances: South 11° 30' 57" East 95.35 feet, with a curve to the left having a radius of 145 feet and a chord of South 23° 59' 5" East 62.78 feet; South 36° 29' 11" East 3.38 feet to the western right of way line of Wood County Route 4; South 34° 28' 52" West 42.31 feet with said right of way line; North 36° 29' 11" West 17.18 feet, with a curve to the right having a radius of 185 feet and a chord of North 24° 1' 21" West 79.86 feet; North 11° 30' 57" West 126.62 feet to the property of S.J. Ventures, Inc.; South 63° 41' 43" East 50.64 feet with said property line to the beginning point and containing 0.175 acres and being more fully described on the plat.

Being a part of the same property conveyed to the Grantor herein by deed of Wood County Development Authority, dated June 28, 2004, and recorded in the office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 1069, at Page 361.

Being Map 150, Parcel E1A

**Second Tract:**

Beginning at the southeast corner of Chestnut Street and Charlotte Avenue, thence with the southerly line of Charlotte Avenue easterly 80 feet to a point on same; thence at right angles in a northeasterly direction across Charlotte Avenue and with the easterly line of Lot Nos. 87 and 106 of Andrews Addition to the northerly line of Forrest Avenue 490 feet; thence at right angles westerly with the northerly line of Forrest Avenue 50 feet, more or less, to a fence in the line of the Wentz property; thence with the easterly line of the Wentz property northerly 360 feet, more or less, to a point in the easterly line of Franklin Avenue and the southerly line of a tract heretofore conveyed by the Brookside Development Company to J. N. Boice by Deed dated July 16, 1931, and of record in the aforesaid Clerk's Office in Deed Book 205, at Page 126; thence S. 63° 56' E. 1445 feet, more or less, to a point in the easterly line of said property; thence at right angles, southwesterly 429 feet to a point; thence at right angles northwesterly 145 feet to a point; thence S. 27° 30' W. 951.8 feet to a point; thence southerly 330 feet to the northerly line of the property now owned by Roth; thence with the Roth line N. 63° 15' W. 600 feet, more or less, to a stake in the easterly line of Lot No 365; thence with the easterly line of Lot Nos. 365, 364, 363, 362, 361 and 360 in a northerly direction 713 feet, more or less, to a stake in the southeasterly corner of Lot No. 359; thence with the common line of Lot Nos. 359 and 360 across Edgewood Drive South and with the southerly line of Lot Nos. 372, 69, 68, 67, 578 feet, more or less, to Chestnut Street; thence with the easterly line of Chestnut Street northerly 155 feet to Charlotte Avenue, the place of beginning, containing forty (40) acres, more or less, together with all the right, title and interest of the parties to all of the intervening streets and 5 feet and 15 feet strips reserved, as indicated on a map of said property.

There is hereby excepted from this conveyance those certain parcels of real estate heretofore conveyed to other parties as follows: (1) A parcel of approximately four (4) acres to the Board of Education of the County of Wood, by Deed dated January 25, 1954, of record in the aforesaid Clerk's office in Deed Book 374, at Page 133, and (2) those certain lots known and numbered as Lots 67, 68, 69 and 372.

There is further excepted from this conveyance two parcels heretofore conveyed by the party of the first part to Ohio Valley College Investment Corporation, Inc., as follows: (1) 11.76 acres by Deed dated January 4, 1973, recorded in Deed Book 616, at page 403 (included in said 11.76 acres is a smaller parcel measuring 59.2 feet by 146 feet conveyed to the party of the first part by Deed recorded in Deed Book 426, at page 296); (2) 5.82 acres by Deed dated January 4, 1973, and recorded in Deed Book 616, at page 406.

**Third Tract:** Being all of Lot No. Ten (10), containing four (4) acres and eighty (80) poles; Lot No. Eleven (11), containing four (4) acres and twenty (20) poles and Lot No. Twelve (12), containing four (4) acres and twenty (20) poles, of what is known as the John Cook Estate, Hill Land, and of record in the office of the Clerk of the County Commission of Wood County, West Virginia.

**Fourth Tract:**

**Parcel One:** Beginning at a stone at center of the old County Road (sometimes called the Williamstown Road) at a corner of lands formerly owned by Olin V. Neal, being corner of Lot No. 7 of the Hardin Neal Estate, and running thence with the center of said road N. 16° 30' E. 28.2 poles to a stake in the upper line of the said Hardin Neal; thence with said line S. 63° 15' E. 100 poles to a stone; thence S. 16° 30' W. 30 poles to a stone in the line of said Lot No. 7; thence with said line N. 62° 37' W. 100 poles to the place of beginning, containing Eighteen (18) acres, more or less.

**Parcel Two:** Beginning at a stone in the northeast corner of the above mentioned tract, and running thence S. 63° 15' E. 63 poles to a stone; thence S. 16° 30' W. 30.63 poles to a stone and wire post; thence N. 62° 27' W. 53 poles to a stone at the southeast corner of the above mentioned tract; thence N. 16° 30' E. 30 poles to the place of beginning, containing ten (10) acres, more or less.

There is excepted from the above described real estate those two certain tracts of land, the first known as Ohio Valley College Addition to Vienna, Section "A", a plat of which is of record in the aforesaid Clerk's office in Plat Book No. 11, at page 40, and in Plat Book No. 12, at page 5, and a plat of a Re-division of a part thereof of record in Plat Book No. 12, at page 11, and the second known as Ohio Valley College Addition to Vienna, Section "B", a plat of which is of record in the aforesaid Clerk's office in Plat Book No. 12, at page 40, and that certain parcel situate on Thirteenth Avenue heretofore conveyed by the party of the first part unto Irene M. Taylor by Deed dated March 21, 1960, of record in the aforesaid Clerk's office in Deed Book 440, at page 312.

**Fifth Tract:** Beginning at an iron stake in the old fence line, thence S. 66 1/2° E. 99 feet to Jug Run Road; thence with said Jug Run Road 2 calls, S. 41° W. 31 feet and S. 31° W. 198 feet to a point; thence leaving said road and running in a westerly direction 16-1/2 feet, more or less, to the old fence line, being in the easterly line of lands now owned by the first party, thence with said old fence line N. 11° 42' E. 237 feet to the place of beginning, containing one-fourth (1/4) acre, more or less, and being a small triangular parcel of land carved out of Parcel Two as described in that certain Deed from Graham Packing Company, Inc., a corporation, to D. P. Boord and Dixie Boord, husband and wife, which said Deed was dated the 9<sup>th</sup> day of October, 1953, of record in the office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 371, at page 527.

There is excepted from the aforesaid tracts of land the following:

(1) Beginning at a point bearing N. 18° 29' E. 152.53 feet from the common line of property of Wood County Development Authority and property of the Board of Trustees of the Grand Lodge of Ancient, Free and Accepted Masons of West Virginia; thence N. 71° 31' W. 50 feet to a one inch pipe; thence N. 18° 29' E. 150 feet to a one inch pipe; thence S. 71° 31' E. 100 feet to a one inch pipe; thence S. 18° 29' W. 150 feet to a one inch pipe; and thence N. 71° 31' W. 50 feet to the place of beginning, containing 0.344 acre, more or less. Title reference - Deed Book 701, at page 266.

(2) A right of way of ingress and egress to and from the aforesaid parcel to the Masonic Home property, and for the installation, maintenance, inspection or replacement of water lines and appurtenances used in connection with a water tank to be located upon the aforesaid parcel, said right of way to be 25 feet in width, 12-1/2 feet on either side of a center line extending from the aforesaid common line of Wood County Development Authority and Masonic Home property, N. 18° 29' E. 152.53 feet, more or less, to the southerly line of the 0.344 acre parcel.

(3) An easement for the occasional flowage of overflow and excess waters, extending from the 0.344 acre parcel and following the natural drainage contours of the land and natural watercourse in a southeasterly direction to Little Pond Run.

(4) A right of way for ingress and egress and for the installation, maintenance, inspection and replacement of water lines and appurtenances used in connection with a water tank, or tanks, to be located upon said 0.344 acre parcel of land. Said right of way shall be approximately 25 feet in width plus additional widths as may be necessary for cuts and fills and shall extend from said 0.344 acre parcel in a general northeasterly direction to a roadway designated as Aurora Drive on a topographical map prepared for Ohio Valley College, and continuing thence generally with Aurora Drive around the easterly side of a knoll and thence to 12<sup>th</sup> Street.

(5) The tract or parcel of land containing 57.156 acres, more or less, conveyed by Wood County Development Authority to Ohio Valley College, Inc. by a Deed dated July 26, 1997 and of record in said Clerk's office in Deed Book 972, at page 549.

(6) The tract or parcel of land and easements conveyed by Wood County Development Authority, and others, to Agape Housing, Inc. and the City of Vienna by a Deed dated May 6, 1985 and of record in said Clerk's office in Deed Book 819, at page 253.

(7) Two (2) tracts or parcels of land containing .08 ac. and .168 ac. and easements conveyed by the Wood County Development Authority to S. J. Ventures, Inc. by a Deed dated January 8, 1987 and of record in said Clerk's office in Deed Book 844, at page 186.

PRIOR INSTRUMENT REFERENCE: Warranty Deed from Wood County Development Authority to Ohio Valley College, Inc., dated June 28, 2004, filed June 29 2004, as recorded in Deed Book 1069, Page 361, Records of the Clerk of the County Commission of Wood County, West Virginia.

**NORTH CAMPUS**

**Tract One:** All that certain tract or parcel of land situate in the City of Vienna, County of Wood, State of West Virginia and being more particularly bounded and described as follows:

Beginning at a concrete monument (found) at the southerly corner of Florence A. Atkinson (reference Deed Book 571, page 488).

Thence, with the interior of the parent tract, twelve (12), courses and distances,  
S. 89° 18' 25" E. 203.40 feet to a point,  
S. 51° 30' 05" E. 74.00 feet to a point,  
N. 38° 29' 55" E. 70.00 feet to a point,  
S. 51° 30' 05" E. 98.23 feet to a point,  
S. 07° 12' 00" E. 268.41 feet to a point in asphalt driveway, said point being N. 79° 37' 42" E., 150.22 feet from the northeasterly corner of Ohio Valley College, Inc. existing Building, formerly Saint Joseph's Seminary Main Building,  
S. 83° 26' 40" W. 328.90 feet to a point,  
S. 06° 30' 05" E. 23.86 feet to a point,  
S. 83° 31' 00" W. 120.00 feet to a point,  
N. 06° 30' 05" W. 43.03 feet to a point,  
S. 83° 29' 55" W. 275.50 feet to a point, said point being N. 80° 28' 24" W. 105.03 feet from the northwesterly corner of Ohio Valley College, Inc. Existing Building, formerly Saint Joseph's Seminary Main Building, N. 06° 30' 05", 190.00 feet to a point, N. 59° 11' 10" E. 381.92 feet to the point of beginning and containing 5.110 acres more or less as surveyed by James DeBrular.

Being part of the same property (Deed Parcels 6, 8 and 9), conveyed to Ohio Valley College, Inc. by Most Reverend Bernard W. Schmitt, Bishop, by a Deed dated November 17, 1997 and of record in the office of the Clerk of the County Commission of Wood County West Virginia in Deed Book 975, page 598.

Together with a nonexclusive easement for ingress to and egress from said tract or parcel of land over and across all roads and driveways now or hereafter located on the property now owned by Ohio Valley College, Inc.

**Tract Two:**

All those certain tracts or parcels of land situate in Parkersburg and Vienna Districts, Wood County, West Virginia, and being more particularly bounded and described as follows:

**Parcel One:** BEGINNING at an iron pin in an old original survey (described in deed from O. B. Wiles, *et ux.* to C. C. Bee, dated December 31, 1915, recorded in the County Clerk's office of Wood County, West Virginia, in Deed Book 165, at page 515) at the extreme northwesterly end of a strip of land purchased by Bee from said O. B. Wiles; running thence S. 64 ½ E. 220 poles to a stake; thence S. 10 ½ W. 11 1/3 poles, more or less, to the original line in a former survey above referred to; thence N. 64 ½ W. 223.5 poles, more or less, to a stake on the bank of a run, in the line of the original survey; thence N. 27 E., with the line of the original survey, 11 1/3 poles,

more or less, to an iron stake or pin to the place of beginning. (The southerly line of the old survey having been changed); and being the same real estate conveyed to James B. Wiblin by C. C. Bee, widower, by deed dated November 15, 1945, recorded in the County Clerk's office of Wood County, West Virginia, in Deed Book No. 275, at page 124.

Parcel Two: BEGINNING at a concrete monument corner to lands of D. W. McConaha in the line of R. E. Snyder, and 28 feet, more or less, from the bottom of a steep bank across a run; thence South 59° 15' West 186.96 feet to a concrete monument; thence North 08° 29' East 184.00 feet to a concrete monument; thence South 76° 27' East 145.97 feet to a large oak tree 3.2 feet in diameter; thence South 09° 05' West 52.86 feet to the place of beginning, and being all the remaining land in a Tract described in Deed Book 374, at page 560, and also described as Tract P-1 on the Parkersburg District Tax Map Block 110.

Parcel Three: BEGINNING at a stone in the line of I. S. Dotson and H. Dixon and running thence in a westerly direction 40 rods to a stone in the line of I. S. Dotson and Godall Dare; thence in a northerly direction with said line 20 rods to a stone in said line; thence in an easterly direction 40 rods to a stone in said first line; thence with said first line in a southerly direction 20 rods to the place of beginning.

Parcel Four: BEGINNING at a point in the northeasterly corner of the tract of which the real estate herein described is a part, said beginning point being also the northwesterly corner of a tract owned by the heirs of Sally Kenney and in a line of a tract now or formerly owned by Nesselroade; thence running in a northwesterly direction with the line of Nesselroade, 157.5 feet to a point in the easterly line of a tract formerly owned by Atkinson; thence running in a southwesterly direction with the line of Atkinson and a tract formerly owned by Jameson, 330 feet, more or less, to a point, the southeasterly corner of said Jameson tract; thence running in a northeasterly direction, 157 feet, more or less, to a point; the southwesterly corner of said Kenney tract; thence with said Kenney line in a northeasterly direction, 20 poles to the place of beginning; and being a part of a tract of 1 acre 133 square rods lying west of and abutting the lands of the said Sally Kenney heirs on the east and the lands formerly owned by Jameson and Atkinson on the west; and being a part of the same real estate conveyed to the said Leslie P. McConaha by Ernest Ogden by deed dated February 24, 1954, recorded in the Office of the Clerk of the County Court of Wood County, West Virginia, in Deed Book 374, page 560.

Parcel Five: BEGINNING at a stone in the Grogg and Lininger line in the rear line of the McHugh Farm, corner to land of Sarah A. Davis, and running thence N. 66-1/2 W, along the line of said land of Sarah A. Davis, 128 poles to a stake; thence at right angles to the line of Sarah A. Davis (crossing the McHugh-Tavener line at right angles) 43.82 poles, more or less, to the lands of Fischer (formerly conveyed to James Tavener by Bettie Tavener, *et al.* by deed dated January 27, 1898, recorded in Deed Book 95, at page 398); thence along the rear line of the 125-acre tract of which Isaac Tavener died seized, to the northeast corner of lands conveyed to C. H. Shattuck, J. M. Jackson, Jr., and L. N. Tavener by William McHugh, *et al.* by deed dated March 27, 1901, recorded in Deed Book 114, page 3; and along the rear line of said lands so conveyed by said McHugh to Shattuck, *et al.* to the place of beginning, being the same real estate granted and conveyed unto the said parties of the first part by Fred L. Morlan, *et al.*, by deed

dated March 19, 1958, recorded in the Office of the Clerk of the County Court of Wood County, West Virginia, in Deed Book 418, at page 485.

Parcel Six: BEGINNING at a point in the dividing line between the William Bel Farm and the Frank Jenkins and Isaac Tavenner farms at a point 2596 feet N. 63° 24' W. from the southerly corner of the William Bell farm and running thence N. 47° 31' E. 337.5 feet, more or less, to a stake; thence S. 63° 17' E. 2400 feet, more or less, to a point in the back or easterly line of the William Bell farm; thence with the back or easterly line of the William Bell farm, S. 13° 52' W. 337 ½ feet, more or less, to a point; the southerly corner of the William Bell farm; thence N. 63° 24' W. with the southerly line of the William Bell farm 2596 feet, more or less, to the place of beginning.

Parcel Seven: BEGINNING at a point which is the southeast corner of Lot No. 106 of Shattuck, Jackson, Tavernier & McHugh's Addition as shown on plat of said Addition of record in the Office of the Clerk of the County Court of Wood County, West Virginia, in Plat Book No. 2, pages 6 and 7; thence N. 26° 45' E. along the line of said Lot No. 106 and Lot No. 56 of said Addition, 22.27 poles to a stake, corner to said Lot No. 56; thence S. 60° 45' E. 10.82 poles to a stake; thence N. 34° E. 10.98 poles to a stake; thence S. 63° 22' E. 14.69 poles to a stake; thence N. 34° E. 10.98 poles to a stake; thence S. 63° 22' E. 51.13 poles to a stone; thence S. 26° 48' W. 43.62 poles to a stone in a line of lands now or formerly owned by Sarah A. Davis; thence N. 63° 22' W. 78.22 poles to the point of beginning.

Parcel Eight: BEGINNING at a sycamore on the common line between this land and the land of William Bell; thence S. 26° 29' W. 362 feet to a stake in the dividing line between this land and that of L. N. Tavenner, *et al.* and a corner to lands of James Tavenner; thence with said dividing line S, 63° 31' E. 3,033 feet to a stake in the old line and on the south by a small run and near a large white oak marked fore and aft (old marks); thence with said line N. 8° E. 382 feet to a stake near a white oak and hickory pointers, a corner to land of William Bell; thence with the aforesaid common line with Bell N. 63° 31' W. 3000 feet to the beginning.

Excepting and reserving from the above described tract, however, a certain parcel bounded and described as follows:

BEGINNING at a point, the northwesterly corner of the tract hereinbefore described, running thence easterly with the common line of said tract and the line of B. F. Jameson tract, 200 feet to a point; thence running in a southerly direction to a point in the southerly line of the tract hereinbefore described, said point being 200 feet easterly from the southwesterly corner of the tract hereby conveyed; thence running with the southerly line of the tract hereby conveyed, in a westerly direction, 200 feet to the southwesterly corner of said tract; thence running with the westerly line of said tract in a northerly direction, 362 feet, more or less, to the place of beginning.

Parcel Nine: BEGINNING at an iron pin at the foot of the hill in the line of an old cross fence just back of the old Ben Davis Orchard, said beginning point being a common corner to the tract of land of 17.21 acres hereby conveyed and another adjoining 18.65 acre tract as shown on a plat of acreage made of the William Bell Estate by L. G. Merrill, Civil Engineer, in July 1936; thence

S. 63° 24' E. and with the dividing line between said two tracts, 2,510 feet to a point, thence N. 13° 52' E. 321.5 feet to a point, common corner to the tract hereby conveyed and another 15.87 acre tract adjoining; thence N. 63° 24' W. and with the dividing line between the said last two mentioned tracts, 2,285 feet to an iron pin in the line of the old cross fence, as aforesaid; thence S. 52° 52' W. 348.36 feet to the place of beginning.

Excepting and reserving from the above described tract, a certain tract or parcel located on the northwesterly end thereof, bounded and described as follows:

BEGINNING at the northwesterly corner of the tract hereinbefore described; thence running S. 23° 24' E. 310 feet to a point; thence running S. 26° 36' W. 312.8 feet to a point in the common line of the above described tract and a tract owned by B. F. Jameson; thence with the Jameson tract, N. 63° 24' W. 467 feet, more or less, to the southwesterly corner of the tract hereinbefore described; thence with the westerly line of said tract N 53° 30' E. 348.38 feet to the place of beginning.

THERE IS ALSO EXCEPTED AND RESERVED from said tracts or parcels of land that part or portion thereof conveyed unto the St. Joseph Hospital by the Diocese of Wheeling-Charleston by the terms of a deed dated May 21, 1991 and of record in the office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 896, at page 411.

There is further excepted and reserved therefrom all that certain tract or parcel of land situate in the City of Vienna, County of Wood, State of West Virginia and being more particularly bounded and described as follows:

Beginning at a concrete monument (found) at the southerly corner of Florence A. Atkinson (reference Deed Book 571, page 488).

Thence, with the interior of the parent tract, twelve (12), courses and distances,  
S. 89° 18' 25" E. 203.40 feet to a point,  
S. 51° 30' 05" E. 74.00 feet to a point,  
N. 38° 29' 55" E. 70.00 feet to a point,  
S. 51° 30' 05" E. 98.23 feet to a point,  
S. 07° 12' 00" E. 268.41 feet to a point in asphalt driveway, said point being N. 79° 37' 42" E. 150.22 feet from the northeasterly corner of Ohio Valley College, Inc. Existing Building, formerly Saint Joseph's Seminary Main Building S. 83° 26' 40" W. 328.90 feet to a point,  
S. 06° 30' 05" E. 23.86 feet to a point,  
S. 83° 31' 00" W. 120.00 feet to a point,  
N. 06° 30' 05" W. 43.03 feet to a point,  
S. 83° 29' 55" W. 275.50 feet to a point, said point being N. 80° 28' 24" W. 105.03 feet from the northwesterly corner of Ohio Valley College, Inc. Existing Building, formerly Saint Joseph's Seminary Main Building, N. 06° 30' 05", 190.00 feet to a point, N. 59° 11' 10" E. 381.92 feet to the point of beginning and containing 5.110 acres more or less as surveyed by James DeBrular.

Being part of the same property (Deed Parcels 6,8 and 9), conveyed to Ohio Valley College, Inc. by Most Reverend Bernard W. Schmitt, Bishop, by a Deed dated November 17, 1997 and of record in the office of the Clerk of the County Commission of Wood County West Virginia in Deed Book 975, page 598.

Together with a nonexclusive easement for ingress to and egress from said tract or parcel of land over and across all roads and driveways now or hereafter located on the property now owned by Ohio Valley College, Inc.

**PRIOR INSTRUMENT REFERENCE:** Warranty Deed from Most Reverend Bernard W. Schmitt, Bishop of The Roman Catholic Diocese of Wheeling-Charleston, to Ohio Valley College, Inc., dated November 17, 1997, filed November 20, 1997, as recorded in Deed Book 975, Page 598, Records of the Clerk of the County Commission of Wood County, West Virginia.

**Tract Three:**

**Parcel One:** All that certain tract or parcel of land situate in Parkersburg District, Wood County, West Virginia, more particularly bounded and described as follows:

BEGINNING at a stake in the County Road and which stake is located at the Northeast corner of property owned by the Ohio Valley College, Inc.; thence S. 60° 37' E. along the line of the Ohio Valley College property, 2420.93 feet to a point; thence N. 28° 42' E. 461.05 feet; thence N. 61° 04' W. 176.02 feet to a stake; thence N. 26° 21' E. 448.48 feet to a stake; thence S. 62° 38' E. 2318 feet to a stake; thence S. 12° W. 1040 feet to the point of beginning, containing 52 acres, more or less and being a part of the same tracts or parcels of land conveyed unto S. J. Ventures, Inc., a West Virginia corporation by St. Joseph's Hospital of Parkersburg, a non-profit West Virginia corporation, by a deed dated October 8, 1985 and of record in the office of the Clerk of the County Commission of Wood County, West Virginia in Deed Book 825, at page 362.

**EXCEPTING AND RESERVING THEREFROM** those certain tracts or parcels of land described as containing 0.011 acres, 0.012 acres and 0.035 acres, more or less in a deed dated March 24, 1987, and of record in the office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 847, at page 24, from S. J. Ventures, Inc., a West Virginia corporation to D. E. Kniska and T. A. Kniska, his wife.

**ADDITIONALLY EXCEPTING AND RESERVING THEREFROM** all that certain tract or parcel of land containing 5.115 acres, together with all appurtenant easements described in and covered by a Ground Lease from S. J. Ventures, Inc. to West Virginia Rehabilitation Services, Inc., a Pennsylvania corporation, dated December 1, 1986 and of record in said Clerk's office in Deed Book 842, at page 658. This conveyance is also being made subject and subordinate to all of the rights of the Lessee pursuant to the terms of the Ground Lease described in the preceding sentence.

Said tract or parcel of land described as, "Parcel No. 1" is a part or portion of property conveyed to Ohio Valley College, Inc. by S. J. Ventures, Inc. and St. Joseph's Hospital of Parkersburg by a Deed dated February 4, 1998 and of record in said Clerk's office in Deed Book No, 978, at page 134. This Deed contains the following provision:

"By its acceptance of this deed, the party of the second part hereby assumes all of the obligations of S. J. Ventures, Inc., one of the parties of the first part to maintain an easement area appurtenant to said hereinabove described "Tract 1" as set forth in Section 28 of that Certain Ground Lease dated December 1, 1986 and of record in said Clerk's office in Deed Book 842, at page 658, from S. J. Ventures, Inc., as Lessor to West Virginia Rehabilitation Services, Inc., as Lessee."

**FURTHER EXCEPTING** from the above described premises the following described premises, as conveyed by Ohio Valley College, Inc. (d.b.a. Ohio Valley University) to John M. Migliore and Diane H. Migliore, dated October 10, 2005, filed October 19, 2005, as recorded in Deed Book 1088, Page 606, Records of the Clerk of the County Commission of Wood County, West Virginia (described as "Tract 2" therein):

Situated in the District of Parkersburg, County of Wood and State of West Virginia, and being more particularly bounded and described as follows:

Beginning at a concrete monument, the southeasterly corner of Lot 34 of Wyndemere Subdivision (Plat Book 23, Page 17),

Thence with the easterly line of Lot 34, two (2) courses:

North 25° 29' 00" East 62.54 feet;  
North 25° 24' 43" East 53.46 feet to an iron rod;

Thence with the interior of the parent property (Deed Book 978, Page 134), the following two (2) courses:

South 64° 55' 07" East 109 feet to an iron rod  
South 25° 27' 02" West 118.31 feet to an iron rod in the common line of the parent property and Ohio Valley College, Inc. (Deed Book 972, Page 549);

Thence with said common line North 63° 42' 10" West 109.01 feet to the point of beginning and containing 12,676 square feet, more or less.

Being part of the same premises conveyed to Ohio Valley College, Inc. in Deed Book 978, Page 134, Records of the Clerk of the County Commission of Wood County, West Virginia.

Being Map 150, Parcel E8

**FURTHER EXCEPTING** from the above described premises the following described premises, as conveyed by Ohio Valley College, Inc., a West Virginia corporation, d.b.a. Ohio Valley University, to S.J. Ventures, Inc., a West Virginia corporation, dated June 8, 2006, as recorded in Deed Book 1098, Page 86, Records of the Clerk of the County Commission of Wood County, West Virginia (described as "Parcel 2" therein):

Situated in the District of Parkersburg, County of Wood and State of West Virginia, and being more particularly bounded and described as follows:

Reference to a common corner to the properties of S.J. Ventures, Inc, D.E. and T.A. Kniska, and the Wood County Development Authority;

Thence North 63° 41' 43" West, 59.85 feet, along the property line between S.J. Ventures, Inc. and the Wood County Development Authority to the beginning point on the centerline of the Access Road, said point being at Station 6+88.13;

Thence beginning a right of way 50 feet in width, running 25 feet left and 25 feet right and parallel to the centerline and continuing North 11° 30' 57" West 623.25 feet to centerline P.C. (point of curve) Station 13+11.38;

Thence with a curve to the left having a radius of 60.00 feet, a curve length of 564.70 feet and a chord length of 544.09 feet to the P.T. (point of tangent) Station 18+76.08;

Thence North 65° 26' 28" West 207.93 feet with said centerline to Station 20+84, the end of the Access Road Right of Way, said right of way containing 1.602 acres.

Being Map 150, Parcel E9

Parcel Two: All that certain tract or parcel of land situate in Parkersburg District, Wood County, West Virginia, more particularly bounded and described as follows:

BEGINNING at a common corner to the properties owned by S. J. Ventures, Inc. and D. E. and T. A. Kniska, as shown on the "Plat Showing The Land Acquired by S. J. Ventures, Inc. From Ohio Valley College, Parkersburg District, Wood County," prepared by Rude and Associates, Inc., said plat being of record in said Clerk's office; thence with the property line between S. J. Ventures, Inc. and D. E. and T. A. Kniska, S. 12° 10' 20" W. 54.23 feet to the beginning point; thence S. 11° 08' 10" E. 22.61 feet to a point on the property line between S. J. Ventures, Inc. and D.E. and T. A. Kniska; thence N. 66° 10' 40" W. 9.14 feet; thence N. 12° 10' 20" E. 18.89 feet to the place of beginning, and containing 0.002 acre, and designated as "Tract B" on a plat attached to the hereinafter described deed dated March\_\_\_\_, 1987, and being the same tract or parcel of land conveyed unto S. J. Ventures, Inc., a West Virginia corporation, by D. E. Kniska and T. A. Kniska, his wife, by a deed dated March\_\_\_\_, 1987 and of record in said Clerk's office.

Parcel Three: All those two (2) certain tracts or parcels of land situate in Parkersburg District, Wood County, West Virginia, more particularly bounded and described as follows:

Tract One: BEGINNING at the common corner to property now or formerly owned by D. E. and T. A. Kniska and the Wood County Development Authority, thence with the following bearings and distances; South 66° 1' 40" East, 61.00 feet to the westerly right of way line of Wood County Route 4; South 47° 15' 31" West, 15.40 feet with said right of way line; South 33° 12' 40" West, 76.61 feet with said right of way line; North 36° 29' 11" West, 17.18 feet; with a curve to the right having a radius of 185 feet and a chord of North 34° 9' 31" West, 15.03 feet; North 12° 10' 20" East, 74.58 feet to the beginning point, and containing 0.080 acres, more or less.

Tract Two: BEGINNING at the common corner to properties now or previously owned by S. J. Ventures, Inc., a West Virginia corporation, D. E. and T. A. Kniska and the Wood County Development Authority, thence with the following bearings and distances: South 12° 10' 20" West, 73.12 feet; South 12° 10' 20" West, 74.85 feet; with a curve having a radius of 185 feet and a chord of North 21° 41' 42" West, 65.12 feet; North 11° 30' 57" West, 126.62 feet to the property line of S. J. Ventures, Inc., and the Wood County Development Authority, South 63° 41' 43" East, 90.31 feet with said property line to the beginning point, and containing 0.168 acres, more or less, and being more fully described on the Plat attached to the hereinafter described deed dated January 8, 1987 and of record in said Clerk's office in Deed Book 844, at page 186.

Said Tract I and Tract II are the same tracts or parcels of land conveyed unto S. J. Ventures, Inc., a West Virginia corporation, by the Wood County Development Authority, a public corporation, by a deed dated January 8, 1987 and of record in said Clerk's office in Deed Book 844, at page 186.

THERE IS HEREBY CONVEYED TOGETHER WITH said Tract I and Tract II the easement which was also conveyed unto S. J. Ventures, Inc., a West Virginia corporation, by the terms of the deed dated January 8, 1987 described in the preceding paragraph and which was described therein as Tract III, as follows:

Tract Three: BEGINNING at the common corner to properties now or previously owned by S. J. Ventures, Inc., and the Wood County Development Authority, thence with the following bearings and distances, South 11°30' 57" East, 126.62 feet with a curve to the left having a radius of 185 feet and a chord of South 21° 41' 42" East, 65.12 feet; South 57° 23' 57" West, 33.69 feet; North 78° 41' 24" West, 15.30 feet; North 13° 19' 28" West, 39.05 feet; North 00° 23' 44" East, 151.70 feet; North 11° 30' 57" West, 12.50 feet to said property line; South 63° 41' 43" East, 5.00 feet with said property line to the beginning point, and containing 0.107 acres, more or less, and being more fully described on a Plat attached to the hereinabove described deed dated January 8, 1987 and of record in said Clerk's office in Deed Book 844, at page 186.

There is expressly excepted herefrom that certain easement and right of way previously granted by The Wood County Development Authority and Ohio Valley College, Inc., unto S. J. Ventures, Inc. by deed dated the 3rd day of November, 1986 and of record in said Clerk's office in Deed Book 842, at page 651, more fully described as follows:

SITUATE AND BEING in the District of Parkersburg, County of Wood and State of West Virginia, more particularly described as follows:

BEGINNING at a reference point at the common point of properties owned by S. J. Ventures, Inc., D. E. and T. A. Kniska, and the Wood County Development Authority, thence North 63° 41' 43" West, 39.67 feet with the property line between S. J. Ventures, Inc., and the Wood County Development Authority, to the true beginning point; thence with the following bearings and distances; South 11° 30' 57" East, 95.35 feet, with a curve to the left having a radius of 145 feet and a chord of South 23° 59' 5" East, 62.78 feet; South 36° 29' 11" East, 3.38 feet to the westerly right of way line of Wood County Route 4; South 34° 28' 52" West, 42.31 feet with said right of way line; North 36° 29' 11" West, 17.18 feet, with a curve to the right having a radius of 185 feet and a chord of North 24° 1' 21" West, 79.86 feet; North 11° 30' 57" West, 126.62 feet to the property of S. J. Ventures, Inc.; South 63° 41' 43" East, 50.64 feet with said property line to the beginning point, and containing 0.175 acres, more or less.

Parcel Four: All that certain tract or parcel of land situate in Parkersburg District, Wood County, West Virginia, more particularly bounded and described as follows:

BEGINNING at a hub located at the easterly end of 14th Street in the City of Vienna, thence S. 61° 15' E. 1273 feet to a hub located on the line of a tract of land recently acquired by the St. Joseph's Hospital of Parkersburg from Harry F. Davis and Florence B. Davis by deed dated the 16th day of June, 1966, and of record in said Clerk's office in Deed Book 518, at page 40; thence along the line of said St. Joseph's Hospital of Parkersburg property so acquired N. 27° 30' E. 430.5 feet to another hub; thence N. 62° W. 1247 feet, more or less, to a hub located in the westerly end line of 15th Street in the City of Vienna; thence S. 31° 45' W. 416.9 feet to the point of beginning, containing 12.40 acres, more or less, and being also a part or portion of the property conveyed unto S. J. Ventures, Inc., a West Virginia corporation, by the terms of the hereinabove described deed dated October 8, 1985.

Tract Four: All that certain tract or parcel of land situate in Parkersburg District, Wood County, West Virginia, more particularly bounded and described as follows:

BEGINNING at a point in a stream, said point being located on the common property line between Tract "K" and Tract "E", 360.24 feet in a N. 65 degrees 56 minutes 37 seconds W. direction from a concrete monument at the northeasterly boundary of Tract "E"; thence N. 65 degrees 56 minutes 37 seconds W. 1,241.70 feet with said common line to an iron pipe, passing an iron pipe reference pipe located on said line 7.00 feet from the beginning and located on the bank of the stream; thence N. 24 degrees 03 minutes 23 seconds E. 188.00 feet to an iron pipe located in the common line between Tract "K" and Tract "8", said point being the northwesterly corner of the 5.3059 Acre Tract herein described; thence S. 65 degrees 56 minutes 37 seconds E.

1,217.00 feet to a point in the stream located in the common line between Tract "K" and Tract "8" and passing an iron pipe reference pipe at 1,207.00 feet; thence S. 16 degrees 33 minutes 18 seconds W. 189.62 feet to the point of beginning, containing 5.3059 acres, more or less, and being the same tract or parcel of land conveyed unto St. Joseph's Hospital of Parkersburg, a West Virginia non-profit corporation, by the Most Reverend Bernard W. Schmitt, Bishop of the Roman Catholic Diocese of Wheeling-Charleston by a Quit-Claim Deed dated November 28, 1994 and of record in the office of the Clerk of the County Commission of Wood County, West Virginia in Deed Book 938, at page 741.

PRIOR INSTRUMENT REFERENCE: Warranty Deed from S. J. Ventures, Inc., a West Virginia corporation, and St. Joseph's Hospital of Parkersburg, a West Virginia Not-for-Profit corporation, to Ohio Valley College, Inc., dated February 4, 1998, filed February 11, 1998, as recorded in Deed Book 978, Page 134, Records of the Clerk of the County Commission of Wood County, West Virginia.

**THE SNYDER ACTIVITY CENTER**

All that certain lot, tract or parcel of land situate, lying and being in the District of Parkersburg, County of Wood and State of West Virginia, more particularly bounded and described as follows:

BEGINNING at an iron pin in the northerly line of Jug Run (Briscoe) said point being the southeasterly property corner of Kenneth McVay, of record in the office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 804, at page 385, said point also being the northeast property corner of the parcel to be herein described, said parcel previously described in Deed Book 848, at page 779; thence along the north line of the above mentioned road, South 39° 15' 01" West 203.03 feet to a point; thence along the north line of said road, South 37° 15' 01" West 206.90 feet to a pk nail; thence leaving said road North 66° 01' 40" West 40.87 feet to a drill hole; thence South 47° 15' 31" West 15.40 feet to a drill hole; thence North 55° 44' 15" West 41.74 feet to an iron rod; thence North 11° 08' 10" West 64.73 feet to a drill hole; thence North 12° 10' 20" East 26.44 feet to an iron rod; thence North 10° 02' 43" East 114 feet to an iron rod; thence South 79° 57' 17" East 11.03 feet to an iron rod; thence North 09° 25' 17" East 211.98 feet to an iron pipe; thence along the southerly line of the above mentioned McVay property South 67° 16' 43" East 301.77 feet to the place of beginning, containing 1.85 acres, as shown on a plat thereof prepared by James L. Debrular, LLS, attached to a Deed of record in said Clerk's office in Deed Book 897, at page 293.

PRIOR INSTRUMENT REFERENCE: Warranty Deed from Parkersburg Distributing Co., a West Virginia corporation, to Ohio Valley College, Inc., dated June 24, 1991, filed June 24, 1991, as recorded in Deed Book 897, Page 293, Records of the Clerk of the County Commission of Wood County, West Virginia.

**SCHEDULE 2.1(b): BANKRUPTCY ESTATE REAL PROPERTY**

**PARCEL ONE:**

All those certain lots, tracts or parcels of land, situate, lying and being in the District of Lubeck, County of Wood, and State of West Virginia, more particularly bounded and described as follows:

BEING Lots Nos. 67 and 68, Section 1, of Lake Washington Heights Addition, as shown on a plat thereof made by L. G Merrill, Civil Engineer, dated July 12, 1956, recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia, in Plat Book 9, at Page 69, to which plat reference is hereby made for a more particular description of the real estate hereby conveyed.

Map 115, Parcels D16 and D17

**PRIOR INSTRUMENT REFERENCE:** Deed Book 753, Page 415, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia. See also, Certificate of Amendment to the Articles of Incorporation wherein Ohio Valley College, Inc. changed its name to Ohio Valley University, Inc., dated April 12, 2006, filed May 31, 2007, as recorded in Corporation Book 52, Page 793, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia.

**PARCEL TWO:**

All that certain lot, tract or parcel of land lying and being situate in the District of Parkersburg, County of Wood, and State of West Virginia, more particularly bounded and described as follows:

BEGINNING at the Northeastern corner of Wirt and Dempsie Streets and running thence in an easterly direction 65 43/100 feet; thence in a southerly direction 205 feet; thence in a westerly direction 35 feet; thence in a northerly direction 205 feet to the place of beginning, and being Lot No. One in L. M. McDougal's Addition to the City of Parkersburg, West Virginia, a plat of said addition being of record in the Office of the Clerk of the County Commission of Wood County, West Virginia, in Plat Book No. 1, at Page 38.

Map 150, Parcel 1

**PRIOR INSTRUMENT REFERENCE:** Deed Book 785, Page 122, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia. See also, Certificate of Amendment to the Articles of Incorporation wherein Ohio Valley College, Inc. changed its name to Ohio Valley University, Inc., dated April 12, 2006, filed May 31, 2007, as recorded in Corporation Book 52, Page 793, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia.

**PARCEL THREE:**

All that certain lot, tract or parcel of land lying and being situate in the District of Parkersburg, County of Wood, and State of West Virginia, more particularly bounded and described as follows:

BEGINNING at an iron pipe (found) in the southerly line of Ohio Valley College Investment Corporation (Deed Book 616, Page 403) being a common corner to O.V.C.I.C., Wood County Development Authority (Deed Book 701, Page 266) and Agape Housing, Inc. (Deed Book 850, Page 599).

Thence, with said line, S 64-17-35 E.; 903.42 feet to a concrete monument (found) being the south west corner of S-J Ventures (Deed Book 825, Page 362);

Thence, leaving said line and in a southerly direction across Wood County Development Authority the following courses and distances:

S 26-18-13 W., 200 feet to a point;  
N 63-41-47 W., 335.00 feet to a point;  
S 26-18-13 W., 136.25 feet to a point;  
N 63-38-19 W., 169.99 feet to a point;  
S 89-58-07 W., 169.60 feet to a point;  
N 61-54-36 W., 152.00 feet to a point;  
S 26-21-41 W., 79.98 feet to a point;  
S 19-53-49 E., 279.00 feet to a point;  
S 68-08-32 E., 205.00 feet to a point;  
S 22-46-50 W., 198.30 feet to a point;  
S 86-37-46 W., 82.78 feet to a point;  
S 38-41-05 W., 124.01 feet to a point;  
S 10-52-50 W., 129.21 feet to an iron pipe (found) in the northerly line of L.M. McDougal's Addition (Plat Book 1, Page 38).

Thence, with said line, N. 64-55-05 W., 116.61 feet to a point, being a common corner of Wood County Development Authority and said addition; thence, S. 16-50-00 W., 128.61 feet to a point;

Thence, across Wood County Development Authority Property (Tract "0") (6) courses and distances:

N 64-43-12 W., 156.20 feet to a point;  
S 31-18-18 E., 55.08 feet to a point;  
N 65-17-58 W., 717.21 feet to a point;  
S 25-16-48 W., 146.84 feet to a point;  
N 65-04-37 W., 236.00 feet to a point;  
S 25-16-48 W., 191.36 feet to a point in the northerly line of A.F. & A.M Grand Lodge Trustees (Lot No. 7) (Deed Book 817, Page 504) (Vienna Corp. Line);

Thence, with said line, N 64-43-10 W., 627.42 feet to an iron pipe (found) being the southeast corner of Ohio Valley College Addition, Section "B" (Plat Book 12, Page 40);

Thence, N 24-55-50 E., 475.80 feet to an iron pipe (found) in the southerly line of 9<sup>th</sup> Street being the southwest corner of D. Brohard (Lot No. 71) (Deed Book 918, Page 33);

Thence, with said line S. 64-44-40 E., 311.17 feet to an iron pipe (found) being a common corner to Brohard and Wood County Development Authority;

Thence, with said line, N. 21-08-20 E., 202.37 feet to an iron pipe (found);

Thence, N 19-44-20 E., 219.68 feet to an iron pipe (found) being a common corner to Brohard and B.G. Stutler (Lot No. 69) (Deed Book 578, Page 92) thence, N 5-10-45 E., 180.05 feet to a concrete monument (found) in the Stutler line;

Thence, N 15-08-00 W., 98.94 feet to an iron pipe (found) being a common corner to Stutler and Agape Housing, Inc. (Tract "129") (Deed Book 850, Page 599);

Thence, with said line, N 24-49-25 E., 558.43 feet to the place of beginning.

Containing 57.156 acres, more or less, and being part of the same property conveyed to Wood County Development Authority in (Deed Book 701, Page 266).

The above property is shown on that certain plat prepared by James L. DeBrular, dated July 10, 1997.

Map 150, Parcel D

**PRIOR INSTRUMENT REFERENCE:** Deed Book 972, Page 549, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia. See also, Certificate of Amendment to the Articles of Incorporation wherein Ohio Valley College, Inc. changed its name to Ohio Valley University, Inc., dated April 12, 2006, filed May 31, 2007, as recorded in Corporation Book 52, Page 793, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia.

EXCEPTION is made for the following described premises, as conveyed by Ohio Valley College, Inc., d.b.a. Ohio Valley University to John M. Migliore and Diane H. Migliore, husband and wife, dated October 10, 2005, filed October 19, 2005, Deed Book 1088, Page 606, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia:

Situate in the District of Parkersburg, County of Wood, State of West Virginia and being more particularly bounded and described as follows:

Beginning at a concrete monument, the southeasterly corner of lot Thirty-Four (34) of Wyndemere Subdivision (Plat Book 23, Page 17).

Thence, with the common line of the parent property (Deed Book 972, Page 549) and Ohio College, Inc. (Deed Book 978, Page 134), S 63° 42' 10" E. 109.01 feet to an iron rod.

Thence, with the interior of the parent property, two (2) courses:

S 25° 27' 02" W., 22.69 feet to an iron rod;  
N 64° 55' 07" W., 109.37 feet to a point in the easterly line of Wyndemere (Deed Book 989, Page 569);

Thence, with the easterly line of said Wyndemere, N 26° 18' 13" E., 25.01 feet to the point of beginning and containing 2.604 square feet, more or less.

Map 150, Parcel D7

EXCEPTION is made for the following described premises, as conveyed by Ohio Valley College, Inc. to Wyndemere, a Land Development Corporation, dated October 28, 2001, filed October 31, 2001, Deed Book 1032, Page 337, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia:

Situate in the District of Parkersburg, County of Wood, State of West Virginia and being more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Wood County Development (Deed Book 701, at Page 266), said point being the southeasterly corner of Wyndemere, a Land Development Corporation (Deed Book 1020, at Page 365), thence with the easterly line of said Wyndemere, a Land Development Corporation (Deed Book 1020, at Page 365), N. 23 degrees 48' 09" E. 936.64 feet to a point, a common corner of Wyndemere, a Land Development Corporation (Deed Book 1020, at Page 365, Deed Book 1020, at Page 370, and Deed Book 989, at Page 569); thence with the easterly line of Wyndemere, a Land Development Corporation (Deed Book 989, at page 569) N. 26 degrees 18' 13" E. 189.03 feet to a point; thence with the interior of the parent tract, S. 42 degrees 03' 51" E. 492.59 feet to a point, a corner of Wood County Development (Deed Book 842, at Page 651); thence with the line of said Wood County Development (Deed Book 842, at Page 651); four (4) courses and distances, S. 26 degrees 21' 41" W. 79.98 feet to a point; thence S. 19 degrees, 53' 49" E. 279.00 feet to a point; thence S. 68 degrees 08' 32" E. 205.00 feet to a point; thence, S. 22 degrees 46' 50" W. 145.14 feet to a point; thence with the interior of the parent tract, three (3) courses and distances along a curve to the left, with a chord bearing of N. 74 degrees 17' 18" W. 31.34 feet, having a radius of 80.00 feet to a point, along a curve to the right, with a chord bearing of N. 63 degrees 44' 05" W. 610.40 feet, having a radius of 820.00 feet to a point; thence S. 25 degrees 10' 28" W. 529.43 feet to a point in the northerly line of said Wood County Development (Deed Book 701, Page 266); thence with the northerly line of said Wood County Development (Deed Book 701, Page 266) N. 65 degrees 17' 58" W. 200.92 feet to the point of beginning and containing 10.007 acres, more or less, as more particularly shown on that certain plat prepared by J.D. and Associates, Inc., dated October 26, 2001.

Map 150, Parcel D6

EXCEPTION is made for the following described premises as conveyed by Ohio Valley College, Inc. to Parkersburg Health Partners, LLC, an Ohio limited liability company, dated August 1, 2001, Deed Book 1032, Page 345, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia:

All that certain lot, tract or parcel of land lying and being in the District of Parkersburg, County of Wood, and State of West Virginia, more particularly bounded and described as follows:

BEGINNING at an iron rod (set) in the intersection of the northerly line of Dimpsie Avenue with the westerly line of Wirt Street; thence with the westerly line of said Wirt Street; S. 16 degrees 50' 00" W. 128.61 feet to an iron rod (set), thence leaving the westerly line of Wirt Street, with the line of Wood County Development (Deed Book 701, Page 266) three (3) courses and distances, N. 64 degrees 43' 12" W. 156.20 feet to an iron rod (set), S. 31 degrees 18' 48" W. 55.08 feet to an iron rod (set) N. 65 degrees 17' 58" W., 313.61 feet to an iron rod set; thence with the interior of the parent tract, N. 25 degrees 10' 30" E. 529.40 feet to an iron rod (set), the southerly line of a proposed forty foot wide street, thence with the southerly line of said proposed street, following a curve to the left, having a radius of 820.00 feet, with a chord of S. 63 degrees 44' 16" E. 610.40 feet to an iron rod (set); thence with a curve to the right having a radius of 80.00 feet, with a chord of S. 74 degrees 17' 18" E. 31.34 feet to an iron rod (set); thence leaving said proposed street S. 22 degrees 46' 50" W. 53.16 feet to an iron rod (found); thence S. 86 degrees 37' 39" W. 82.78 feet to an iron rod (found); thence S. 38 degrees 41' 06" W. 124.01 feet to an iron rod (found); thence S. 10 degrees 52' 49" W. 129.21 feet to an iron pipe found in the northerly line of said Dimpsie Avenue; thence with the northerly line of said Dimpsie Avenue, N. 64 degrees 54' 50" W. 116.61 feet to the place of beginning and containing 5.70 acres, more or less, as more particularly shown on that certain plat prepared by J.D. & Associates, dated September 12, 2001.

Map 150, Parcel D5

EXCEPTION is made for the following described premises as conveyed by Ohio Valley College, Inc. to Wyndemere, a Land Development Corporation, dated October 31, 2000, filed December 1, 2000, Deed Book 1020, Page 365, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia:

All that certain lot, tract or parcel of land lying and being in the District of Parkersburg, County of Wood and State of West Virginia, more particularly bounded and described as follows:

BEGINNING at a point, the southeasterly corner of Wyndemere Subdivision, Phase 2 (Deed Book 989, at Page 569); thence with the interior of the parent tract, S 23 degrees 48' 09" W. 937.15 feet to a point in the northerly line of Wood County Development (Deed Book 701, at Page 266); thence part of a line with said Wood County Development, N. 65 degrees 17' 58" W. 369.26 feet to a point, the corner of Wyndemere Subdivision Revised Phase 3, passing a common corner of said Wood County Development and said Wyndemere Subdivision Revised Phase 3, at 182.02 feet; thence

continuing with said Wyndemere Subdivision, Revised Phase 3, two (2) courses and distances; thence N. 25 degrees 16' 50" E. 436.39 feet to a point; thence N. 59 degrees 40' 08" E. 610.96 feet to the point of beginning and containing 5.70 acres, more or less, as more particularly described on that plat prepared by J.D. & Associates, dated October 24, 2000.

There is also conveyed herein to the Grantee and its assigns, easements to be located at such locations upon property retained by the Grantor to the east and south of the herein conveyed property with consent of the Grantor herein so as not to unreasonably interfere with the property retained by the Grantor, said easements to be for the use of the above property for utility lines to said property which is to be subdivided into a housing subdivision and be for gas lines, water lines electrical lines, sanitary lines and telephone and cable lines if necessary for the development of said property.

The parties of the first part do grant unto the party of the second part and its assigns the right to dedicate any portion of the above property to be used as a roadway and be dedicated to public use for the installation of roadways, pedestrian ways and any and all utility lines.

RESERVATION: It is the intention of the parties that the above acreage will be subdivided into lots with proposed streets 40 feet in width and the grantor herein retains an easement for ingress and egress from its remaining property to 12<sup>th</sup> Street in the City of Vienna, West Virginia, said easement to also include the right to install any and all utility lines to the remaining property as well as be for vehicle and pedestrian access along the streets of the above acreage to be subdivided, it being further understood that any proposed streets may be dedicated for public use by the party of the second part or its grantees and assigns.

Map 150, Parcel D4

EXCEPTION is made for the following described premises, as conveyed by Ohio Valley College, Inc. to Wyndemere, a Land Development Corporation, dated October 31, 2000, filed December 1, 2000, Deed Book 1020, Page 370, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia:

All that certain lot, tract or parcel of land lying and being in the District of Parkersburg, County of Wood and State of West Virginia, more particularly bounded and described as follows:

BEGINNING at the southwest corner of Wyndemere Subdivision, Phase II, as described in Deed Book 989, at Page 569; thence with the southerly line of said Phase II, five (5) courses and distances: thence S. 70 degrees 24' 43" E. 269.47 feet; thence N. 21 degrees 08' 18" E. 113.97 feet; thence S. 83 degrees 59' 18" E. 250.08 feet; thence N. 26 degrees 18' 13" E. 171.28 feet; thence S. 61 degrees 54' 36" E. 250.08 feet; thence with the interior of the parent tract, three (3) courses and distances; thence S. 59 degrees 40' 08" W. 610.96 feet; thence S. 25 degrees 16' 50" W. 436.39 feet; thence S. 65 degrees 17' 58" E. 187.24 feet; thence with the line of Wood County Development Authority (Deed Book 701, Page

266), three (3) courses and distances; thence S. 24 degrees 16' 48" W. 146.84 feet; thence N. 65 degrees 04' 37" W. 236.00 feet; thence S. 25 degrees 16' 48" W. 191.36 feet, to a point in the northerly line of A. F. & A. M. Grand Lodge Trustees (Deed Book 817, Page 604); thence with the northerly line of said Lodge Trustees, N. 64 degrees 43' 10" W. 287.51 feet; thence with the interior or the parent tract, N. 21 degrees 28' 35" E. 476.98 feet; thence with the line of D. Brohard (Deed Book 918, at page 33) two (2) courses and distances; N. 21 degrees 08' 20" E. 202.37 feet; thence N. 19 degrees 44' 20" E. 219.68 feet to the point of beginning and containing 10.244 acres, more or less, less City of Vienna tract of 3.44 acres for a total of 9.90 acres, more or less, as more particularly described on that plat prepared by J.D. & Associates, dated July 27, 1999 and revised on October 20, 2000.

Map 150, Parcel D3

EXCEPTION is made for the following described premises, as conveyed by Ohio Valley College, Inc., a West Virginia Corporation, and Ohio Valley College Investment Corporation, Incorporated, a West Virginia Corporation to Wyndemere, a Land Development Corporation, dated October 7, 1998, filed October 9, 1998, Deed Book 989, Page 569, Records of the Office of the Clerk of the County Commission of Wood County, West Virginia:

All that certain lot, tract or parcel of land lying and being in the District of Parkersburg, County of Wood and State of West Virginia, more particularly bounded and described as follows:

COMMENCING at a spike found in the southerly line of 12<sup>th</sup> Street at its termination point; thence with said line, extended S. 64 degrees 10' 15" E. 348.79 feet to an iron pipe (found), being a common corner to Agape Housing, Inc. (Deed Book 850, at Page 599) and Wyndemere Subdivision (Phase I); thence with the easterly line of Agape Housing, Inc. S. 24 degrees 49' 23" W. 266.23 feet to a point being the southwest corner of Wyndemere Subdivision (Phase I), the true point of beginning; thence with the southerly line of said subdivision, four (4) courses and distances; S. 65 degrees 10' 37" E. 185.0 feet to a point; thence N. 80 degrees 55' 47" E. 625.68 feet to a point; thence S. 25 degrees 24' 43" W. 95.73 feet to a point; thence S. 64 degrees 55' 07" E. 199.93 feet to a concrete monument (found) in the northerly line of Wood County Development Authority (Deed Book 701, at Page 266); thence with the interior of Wood County Dev. Authority, six (6) courses and distances; S. 26 degrees 18' 13" W. 392.04 feet to a point; thence N. 61 degrees 54' 36" W. 250.08 feet to a point; thence S. 26 degrees 18' 13" W. 171.28 feet to a point; thence N. 83 degrees 59' 18" W. 278.56 feet to a point; thence S. 21 degrees 08' 18" W. 113.97 feet to a point; thence N. 70 degrees 24' 43" W. 269.47 feet to an iron pipe (found) in the westerly line of Wood County Dev. Authority, being a common corner to Wood County Dev. Authority, D. Brohard (Deed Book 918, at Page 33) and B.G. Stutler (Deed Book 578, at Page 92); thence N. 05 degrees 10' 45" E. 180.05 feet to a concrete monument (found); thence N. 15 degrees 08' 00" W. 82.08 feet to an iron pipe (found), being a common corner to Wood County Dev. Authority, Stutler, and Agape Housing, Inc.; thence with the easterly line of Agape Housing, Inc.; N. 24 degrees 49' 23" E. 291.0 feet to the point of beginning, containing 10.154 acres, more or less, as shown on the plat prepared by James L. DeBrular, dated September 24, 1998.

There is also conveyed herein to the Grantee and its assigns, easements to be located at such locations upon property retained by the Grantor to the east and south of the herein conveyed property with consent of the Grantor herein so as not to unreasonably interfere with the property retained by the Grantor, said easements to be for the use of the above property for utility lines to said property which is to be subdivided into a housing subdivision and be for gas lines, water lines, electrical lines, sanitary sewer lines and telephone and cable lines if necessary for the development of said property.

The parties of the first part do grant unto the party of the second part and its assigns the right to dedicate any portion of the above property to be used as a roadway and be dedicated to public use for the installation of roadways, pedestrian ways and any and all utility lines.

**RESERVATION:** It is the intention of the parties that the above acreage will be subdivided into lots with proposed streets 40 feet in width and the grantor herein retains an easement for ingress and egress from its remaining property to 12<sup>th</sup> Street in the City of Vienna, West Virginia, said easement to also include the right to install any and all utility lines to the remaining property as well as be for vehicle and pedestrian access along the streets of the above acreage to be subdivided, it being further understood that any proposed streets may be dedicated for public use by the party of the second part or its grantees and assigns.

There is also conveyed herein to the Grantee and its assigns, easements to be located at such locations with consent of the Grantor herein so as not to interfere with the property retained by the Grantor, said easements to be for the use of the above property for utility lines to said property which is to be subdivided into a housing subdivision and be for gas lines, water lines, electric lines, sanitary sewer lines and telephone and cable lines if necessary for the development of said property.

It is the intention that the above acreage will be subdivided into lots with proposed streets 40 feet in width and the grantor herein retains an easement for ingress and egress from its remaining property to 12<sup>th</sup> Street in the City of Vienna, West Virginia, said easement to include the right to install any and all utility lines to the remaining property held by the grantor as well as be for vehicle and pedestrian access along the streets of the above acreage to be subdivided, it being further understood that any proposed streets may be dedicated for public use by the party of the second part or its grantees and assigns.

Map 150, Parcel D2

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **MOTION, NOTICE OF CHAPTER 7 TRUSTEE FOR AN ORDER APPROVING THE SALE OF CERTAIN ASSETS OF THE DEBTOR'S ESTATE FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§105 AND 363 AND RELATED RELIEF AND ORDER** was served upon the following individuals at the addresses listed below, by placing a true and correct copy thereof in the United States mail, postage prepaid, on this  
7<sup>th</sup> day of March, 2024.

Creditors mailing matrix attached.

Cranehill Capital, LLC.  
P.O. Box 25502  
Dallas, TX 75225

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*Counsel for Debtor*

Office of the U.S. Trustee  
[ustpreion04.ct.ecf@usdoj.gov](mailto:ustpreion04.ct.ecf@usdoj.gov)

/s/ Thomas H. Fluharty  
Thomas H. Fluharty, Trustee

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

In Re: Ohio Valley University

Bk. No.: 22-00056

Chapter 7

Debtor.

**NOTICE OF MOTION OF CHAPTER 7 TRUSTEE FOR AN ORDER APPROVING  
THE SALE OF CERTAIN ASSETS OF THE DEBTOR'S ESTATE FREE  
AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES  
PURSUANT TO 11 U.S.C. §§105 AND 363 AND RELATED RELIEF**

The Trustee has filed the Motion of the Chapter 7 Trustee for an Order Approving the Sale of Certain Assets of the Debtor's Estate Free and Clear of Liens, Claims, Interests, and Encumbrances Pursuant to 11 U.S.C. §§105 and 363 and Related Relief (the "Motion"). The Trustee proposes to sell all the Remnant Assets of the Bankruptcy Estate including any interest in the Estate of Dorothea J. Tustin, and any other unknown assets, real or personal, excluding cash on hand; the sales price of this transaction; coal within the State of West Virginia, all oil or gas interests; the real estate encompassing the campus real estate described in the Exhibit A attached to the Asset Purchase Agreement, and any personal property located on the former campus, to Cranehill Capital, LLC. for a purchase price of \$12,000.00. The proposed sale will be free and clear of all liens, with valid liens attaching to the proceeds of the sale. If you are interested in purchasing the Remnant Assets, the alternative minimum bid is \$13,000.00. Further information regarding the proposed sale of the Remnant Assets and related bidding procedures can be found in the Motion which is on file in the Office of the undersigned Clerk, and you may review the same during regular business hours of the Court.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you do not want the Court to approve the sale of the Remnant Assets (free and clear of liens) or you wish to make a competing bid (each, as "Overbid"), then you or your attorney must file with the Court a written objection or a written Overbid in accordance with the terms outline in the Motion, within 10 days from the date of this Notice. You must also mail or deliver a copy of your objection or Overbid to (i) the Chapter 7 Trustee; (ii) the U.S. Trustee; and (iii) Cranehill Capital, LLC., P.O. Box 25502, Dallas, TX 75225.

If you file an Objection within 21 days, a hearing on the Motion and your objection will be held at a time, date and place to be set by the Court. If you file an Overbid within 21 days, the Trustee will notice a time and place for an auction of the Remnant Assets.

If you or your attorney do not take these steps, the Court may approve the sale of the Remnant Assets (free and clear of liens) without any further notice or hearing.

Dated: 3/7/24

By: /s/ Thomas H. Fluharty  
Thomas H. Fluharty, Trustee  
WV Bar No. 1231  
408 Lee Avenue  
Clarksburg, WV 26301  
(304) 624-7832

Label Matrix for local noticing  
0424-5  
Case 5:22-bk-00056  
Northern District of West Virginia  
Wheeling  
Thu Jun 29 15:18:18 EDT 2023

(p)CRANEHILL CAPITAL LLC  
5206 MCKINNEY AVE  
DALLAS TX 75205-3388

Leedy Elevator Inspection Service LLC  
2878 Stewartstown Road  
Morgantown, WV 26508-1466

Terre Verte Company, Inc.  
Attn: Ryan C. Scott  
PO Box 90265  
San Diego, CA 92169-2265

AT&T Parkersburg  
3417 Murdoh Avenue  
Parkersburg, WV 26101-1004

Airgas, Inc.  
P.O. Box 734672  
Dallas, TX 75373-4672

Allegheny Power  
P.O. Box 3615  
Akron, OH 44309-3615

American AED, Inc.  
405 NW 10th Terrace  
Hallandale, FL 33009-3105

Apex Feed & Supply, Inc.  
600 Green Street  
Marietta, OH 45750-3299

(p)ARMY EMERGENCY RELIEF  
2530 CRYSTAL DR SUITE 13161 13TH FLOOR  
ARLINGTON VA 22202-3964

ABTV Receivership Services, LLC  
c/o Brandy M. Rapp, Esq.  
Whiteford, Taylor & Preston LLP  
10 S. Jefferson St, Suite 1110  
Roanoke, VA 24011-1317

EQT Production Company  
Attn: Mark S. Kidder  
625 Liberty Avenue  
Suite 1700  
Pittsburgh, PA 15222-3114

McCulliss Oil & Gas Inc.  
PO Box 221515  
Denver, CO 80222-1014

UMB Bank, N.A.  
120 South Sixth Street, Suite 1400  
Minneapolis, MN 55402-1807

Accuplacer  
1800 NW 69th Ave  
Fort Lauderdale, FL 33313-4583

Aladdin Food Management Services, LLC  
16567 Collections Center  
Chicago, IL 60693-1656

Allen & Melda Dimick  
923 N. Wilbur Ln  
WichitaKS 67212-3131

Ana DaCosta  
1208 Market Street  
PARKERSBURG, WV 26101-4323

Ardeo Education Solutions, LLC  
1011 Warrenville Road  
Suite 100  
Lisle, IL 60532-0906

Artesian  
224 Capitol Street  
P.O. Box 3718  
Charleston, WV 25337-3718

Clearwater Royalty  
Justin Ezell, Manager  
6608 N. Western Ave PMB 183  
Oklahoma City, OK 73116-7326

Joe R. Pyle Complete Auction & Realty Servic  
546 Benedum Drive  
Shinnston, WV 26431

Ohio Valley University  
1 Campus View Drive  
Vienna, WV 26105-8000

YMCA of Parkersburg  
Attn: Robin Dennis  
1800 30th Street  
Parkersburg, WV 26101-2700

Airgas USA  
2015 Vaughn Road, Bldg 400  
Kennesaw, GA 30144-7802

Allegheny Power  
800 Cabin Hill Rd  
Greensburg, PA 15606-0001

Alvin Huff  
219 Glenhill Lane  
Chapel Hill, NC 27514-5917

Anita Coultrap  
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Cadiz, OH 43907-9799

Arms Software, LLC  
808 Moorefield Park Drive  
Suite 250  
Richmond, VA 23236-3673

Asset Health  
2250 Butterfield Drive  
Suite 100  
Troy, MI 48084-3411

BB&T Commercial Equipment Capital  
329 E. 8th Street  
Parkersburg, WV 26101-4616

BB&T of WV  
329 E. 8th Street  
Parkersburg, WV 26101-4616

BMI General Licensing  
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Cincinnati, OH 45263-0893

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aka Becky A. McMahon  
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Tolar TX 76476-2047

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Tolar, TX 76476-2047

Bob Lane  
925 Hickory Hills  
Franklin TN 37067-7959

Borden & Perlman  
200 Princeton South  
Corporate Center  
Ste 330  
Trenton, NJ 08628

Brewer & Company  
3601 7th Avenue  
Charleston, WV 25387-2200

Bruce & Cathy Rumpy  
CHEMetrics, Inc.  
7476 Admiral Nelson Drive  
Warrenton VA 20186-9703

Budget Charters Inc.  
173 East Riverside Rd  
Adah, PA 15410-1149

C&E  
70 N. Plains Rd  
Ste 119  
The Plains, OH 45780-1095

CEATH Company  
1788 Hwy 1016  
Suite B  
Berea, KY 40403-9110

CST Co  
2007 Lake Point Way  
Louisville, KY 40223-4221

Campus Partners  
P.O. Box 184  
Winston Salem, NC 27102-0184

Cardiac Life Products, Inc.  
P.O. Box 25755  
Rochester, NY 14625-0755

Carvers Electric, Plumbing & Heating  
214 Broughton Avenue  
Marietta, OH 45750-9509

Castle Branch Inc  
1844 Sir Tyler Drive  
Wilmington, NC 28405-8305

Cengage Learning  
P.O. Box 936743  
Atlanta, GA 31193-6743

Champion Output Solutions  
120 Hills Plaza  
Charleston, WV 25387-2438

(p)JPMORGAN CHASE BANK N A  
BANKRUPTCY MAIL INTAKE TEAM  
700 KANSAS LANE FLOOR 01  
MONROE LA 71203-4774

Christian Copyright Licensing Internatio  
P.O. Box 6729  
Portland, OR 97228-6729

City Net  
100 Citynet Drive  
Bridgeport, WV 26330-1784

City of Vienna  
P.O. Box 5097  
Vienna, WV 26105-5097

Citynet LLC  
3600 University Ave  
Morgantown, WV 26505-3049

Clark Hill PLC  
c/o Mario Richard Bordogna  
1290 Suncrest Town Center Drive  
Morgantown, WV 26505-1828

Collegiate Pacific  
8616 Snowy Owl Way  
Tampa, FL 33647-3411

Crescendo Interactive, Inc  
110 Camino Ruise  
Camarillo, CA 93012-6700

Crescent-McConnel Supply, LLC  
P.O. Box 6219  
Kinston, NC 28501-0219

Crown Florals  
1933 Ohio Avenue  
Parkersburg, WV 26101-2533

DaCosta & Toloza  
c/o Walt Auvil and Kirk Auvil  
The Employment Law Center  
1208 Market Street  
Parkersburg WV 26101-4323

Dan Blair  
ACE Educational Foundation  
3201 E. 32nd Street  
Edmond, OK 73013-7823

David & Emma Anderson  
4372 Steuben Wood Drive  
Steubenville, OH 43953-2301

Davis Pickering & Co., Inc  
165 Enterprise Drive  
Marietta, OH 45750-8051

(p)DE LAGE LANDEN FINANCIAL  
ATTN LITIGATION & RECOVERY  
1111 OLD EAGLE SCHOOL ROAD  
WAYNE PA 19087-1453

Deluxe Business Checks and Solutions  
P.O. Box 742572  
Cincinnati, OH 45274-2572

Devon Gosnell  
9192 Chestwick Drive  
Germantown, TN 38139-5511

Devon L Gosnell  
9192 Chestwick Dr  
Germantown, TN 38139-5511

Direct Energy  
P.O. Box 32179  
New York, NY 10087-2719

(p)DODSON BROTHERS EXTERMINATING  
ATTN ATTN BRANDI EVANS CREDIT & COLLECTIONS M  
3712 CAMPBELL AVENUE  
LYNCHBURG VA 24501-4504

Dominion Hope  
PO Box 26783  
Richmond, VA 23261-6783

Dominion Hope Gas  
48 Columbia Blvd  
Clarksburg WV 26301-9606

Don Lallathin  
1703 McGill Rd  
Belpre, OH 45714-8152

Dunbar Printing and Graphics  
1310 Ohio Avenue  
Dunbar, WV 25064-2997

ETS  
P.O. Box 371986  
Pittsburgh, PA 15251-7986

Eagle Research Corporation  
1076 State Route 34  
Hurricane, WV 25526-7049

Easy DNS Technologies, Inc.  
304A 219 Dufferin Street  
Toronto, Ontario  
Canada M6K3JL

Edna Mae Lindamood  
2758 St RR 93 SE  
New Lexington, OH 43764

Edna Mae Lindamood Estate  
2758 St Rt 93 S E  
New Lexington, Ohio 43764-9667  
,

Educational Computer Systems, Inc.  
P.O. Box 936565  
Atlanta, GA 31193-6565

Educational Testing Service  
4897 Collektion Center Drive  
Chicago, IL 60693-0001

Educause  
Educause Lockbox  
Denver, CO 80291-0781

Ellucian (Sungard)  
62578 Collections Center Drive  
Chicago, IL 60693-0625

Environmental Marketing Services, LLC  
107 Wall Street  
Suite 1  
Clemson, SC 29631-2921

Explanation Age LLC  
John Lewis, EdD  
11804 Alder Ridge Place  
Dixie, WV 25059

Favil or Verna Miller  
538 Highland Avenue  
Cambridge, OH 43725-2057

Fernanda Araya Toloza  
1208 Market Street  
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Frank-Collins Group, LLC  
421 Fifth St  
Marietta, OH 45750-2012

(p)FRONTIER COMMUNICATIONS  
BANKRUPTCY DEPT  
19 JOHN STREET  
MIDDLETOWN NY 10940-4918

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Bryn Mawr, PA 19010-2914

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1500 Grand Central Avenue  
Suite 118  
Vienna, WV 26105-1079

Great Midwest Athletic Conference, Inc.  
200 S. Meridian St  
Suite 343  
Indianapolis, IN 46225-1076

Growing Leaders, Inc.  
270 Scientific Drive NW  
Norcross, GA 30092-2923

HUDL  
29775 Network Place  
Chicago, IL 60673-1775

Hallmark Management Service  
1 Campus View Drive  
Vienna, WV 26105-8000

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North Canton, OH 44720-1861

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135 Duryea Rd.  
Melville, NY 11747-3834

Higher Learning Commission  
230 S. La Salle Street  
Suite 750  
Chicago, IL 60604-1411

HigherED Consulting & Tours, LLC  
1323 Frideriki Drive  
Columbia, MO 65202-2997

Hobart Inc  
1623 Garfield Avenue  
Parkersburg, WV 26101-3214

Home Depot Credit Services  
Dept 32-2505629463  
P.O. Box 9055  
Des Moines, IA 50368-9055

Hope for Haiti's Children  
P.O. Box 62328  
Cincinnati, OH 45262-0328

HubSpot, Inc.  
P.O. Box 419842  
Boston, MA 02241-9842

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Indianapolis, IN 46206-0068

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Dun Laoghaire Co  
Dublin, Ireland

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Dept 78896  
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Detroit, MI 48278-0896

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New York, NY 10087-7903

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KJS Holdings, LP  
45 Technology Parkway, South  
Norcross GA 30092-3453

Keith Stotts  
1222 Cisler Drive  
Marietta, OH 45750-9450

Kincheloe's Motors, Inc.  
PO Box 169  
Parkersburg, WV 26102-0169

Kohl's  
189 Bosley Pkwy  
Parkersburg, WV 26101-8669

Komax  
500 D Street  
Charleston, WV 25303-3110

LEAF Capital Funding, LLC  
c/o Legal Department  
2005 Market St. 14th Floor  
Philadelphia PA 19103-7009

LRAP Association  
1011 Warrenville Rd  
Suite 60532-0903

Lacrosse Unlimited  
59 Gilpin Avenue  
Hauppauge, NY 11788-4754

Lads to Leaders Inc  
5280 West Alabama Christian Drive  
Montgomery, AL 36109-3343

Lakefront Lines  
13315 Brookpark Rd.  
P.O. Box 81172  
Cleveland, OH 44181-0172

Lawson Family Investments, Ltd  
Richard Lawson  
14816 Winnwood Rd  
Dallas TX 75254-7626

Lawson Family Investments, Ltd.  
100 Great Oaks Blvd  
Suite 125  
Albany, NY 12203-7925

Laxcom, LLC  
345 Wilson Avenue  
Norwalk, CT 06854-4666

Lee Jones  
6585 S. Black Burn Rd  
Athens, OH 45701-3847

Linda Mayfield  
2276 Cow Creek Rd  
Saint Marys, WV 26170-8022

Linda Mayfield  
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Arthurdale  
Arthurdale, WV 26520-0109

Linda Watson  
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Canton, OH 44705-3453

Linda White  
55 Private Dr 10010  
Proctorville OH 45669-9211

Lloyd Shockey  
P.O. Box 211  
Lodi, OH 44254-0211

Llyod Shockey  
7600 Avon Lake Road  
Lodi OH 44254-9700

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Attn: Accounts Receivable  
333 Summer Street  
Boston, MA 02210-1702

Longhouse Capital Advisors  
1240 W. Barry Avenue  
Chicago, IL 60657-4210

Longhouse Capital Advisors  
1240 West Barry Avenue  
Chicago, IL 60657-4210

Lumos  
Convergent  
925 Weschester Avenue  
West Harrison, NY 10604-3507

MON POWER  
P.O. Box 3615  
Akron, OH 44309-3615

Manos de Esperanza  
3960 E. San Pedro Avenue  
Gilbert, AZ 85234-3018

Mark & Kimberly Haynes  
98 Cherry Blossom Lane  
Little Hocking OH 45742-5137

Mary Ann Thorn  
5229 Briscoe rd  
Vienna WV 26105-8124

Matheny Motors  
18 12th Street  
Parkersburg, WV 26101-4340

Merchant Fleet  
14 Central Park Drive First Floor  
Hooksett, NH 03106-2507

Miller & Isaly Home Services LLC  
10105 St. Rt. 60  
Lowell, OH 45744-7272

Minsker Family, LLC  
Morgan & Tonya Miller  
1422 Washinton Avenue  
Milton WV 25541-1426

Mon Power  
5001 NASA Blvd  
Fairmont, WV 26554-8248

Mongoose Research  
6506 E. Quaker Rd.  
Suite 202  
Orchard Park, NY 14127-2562

Motivis Learning Systems, Inc  
25 Pelham Road  
Suite 204  
Salem, NH 03079-4851

Mountaineer Mechanical Co.  
16594 Canaanville Road  
Suite 100  
Athens, OH 45701-8076

NCS Pearson, Inc.  
5601 Green Valley Dr  
Minneapolis, MN 55437-1187

National Benefit Services, Inc.  
300 W. Adams Street  
Suite No 415  
Chicago, IL 60606-5101

National Research Center for College  
75 Remittance Drive  
Dept. 1020  
Chicago, IL 60675-1020

Norman Shivener  
Pat Cronin  
16 Beehavin Drive  
Wheeling WV 26003-4902

OCLC, Inc.  
840 Union Street  
Salem, VA 24153-5121

Oak Hall Industries  
840 Union St.  
PO Box 1078  
Salem, VA 24153-1078

Office Depot Inc.  
P.O. Box 88040  
Chicago, IL 60680-1040

Office of Navajo Nation Scholarship  
P.O. Box 1870  
Attn: Shiela Tsosie, Accountant  
Window Rock, AZ 86515-1870

Orphan's International Worldwide  
40 Exchange Place  
12th Floor  
New York, NY 10005-2971

Otter Creek Golf Course  
11522 E. 50 N.  
Columbus, IN 47203-9305

PT or Edith Halstead  
520 Carriage Drive  
Beckley, WV 25801-2810

Papa Johns  
4421 Emerson Avenue  
Suite 107  
Parkersburg, WV 26104-1200

Parkersburg Lodging  
Holiday Inn Express & Suites Parkersburg  
10057 Emerson Ave  
Parkersburg, WV 26104-8536

Parkersburg Lodging LLC  
10057 Emerson Ave  
Parkersburg, WV 26104-8536

Parkersburg Utility Board  
P.O. Box 1629  
Parkersburg, WV 26102-1629

Philadelphia Indemnity Insurance Company  
TMNA Services, LLC Attn: Legal  
3 Bala Plaza , Suite 400  
Bala Plaza PA 19004-3481

Philadelphia Insurance Companies  
P.O. Box 70251  
Philadelphia, PA 19176-0251

Philadelphia Insurance Company  
c/o Bernadette Raguini Claims Specialist  
P.O. Box 950  
Bala Cynwyd PA 19004-0950

Phillip Hudson  
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LaurelDE 19956-3080

Pitney Bowes Reserve Account  
Attn: Vicki Samples  
120 Hill Plaza  
Charleston, WV 25387-2438

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Parkersburg, WV 26101-7503

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Franklin, TN 37067-1764

PrestoSports  
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Atlanta, GA 31193-6412

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Mentor OH 44060-4757

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Costa Mesa, CA 92626-1800

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Robert Kendrick  
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Robertson Heating Supply CO  
2155 West Main Street  
Alliance, OH 44601-2190

Roger & Carolyn Dye  
2805 Alkire Rd  
Columbus OH 43212

Ron Laughery  
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Ronald Eugene White  
16631 S.R. 243  
Chesapeake, OH 45619

Ronald White  
16631 St. Rt. 243  
Chesapeake OH 45619-8518

Rotary Club of Parkersburg  
P.O. Box 11  
Parkersburg, WV 26102-0011

Ruffalo Cody  
Attn: Controller  
P.O. Box 718  
Des Moines, IA 50303-0718

Ruth I Wharton Estate  
Lisa A. Warton-Turner, Executrix  
261 Shiloh Lane  
Buckhannon WV 26201-3208

SMC Communications  
452 Casteel Rd  
Bruceeton Mills, WV 26525-5708

SW Resources, Inc.  
1007 Mary Street  
Parkersburg, WV 26101-5223

Safelite Auto Glass  
P.O. Box 633197  
Cincinnati, OH 45263-3197

Salesforce.org  
Department #34293  
P.O. Box 39000  
San Francisco, CA 94139-0001

Sarah Alicer Warner  
54 Willow Brook Way N  
Delaware OH 43015-3820

Savannah Watson  
08 Mae Lane  
Gamerco, NM 87317-3302

Sheppard's Auto Supply  
1903 7th Street  
Parkersburg, WV 26101-4238

Sherwin Williams  
605 Grand Center Avenue, Ste 105  
Vienna, WV 26105-2188

Sidearm Sports, LLC  
C/o Learfield Communications  
P.O. Box 843038  
Kansas City, MO 64184-3038

Softchoice Corporation  
16609 Collections Center Drive  
Chicago, IL 60693-0001

Source One Digital  
1137 N. Gateway Blvd.  
Muskegon, MI 49441-6099

St. Paul Travelers  
CL & Specialtty Remittance Ctr  
Hartford, CT 06183-1008

State Fire Marshal  
1207 Quarrier St., 2nd Floor  
Charleston, WV 25301-1826

State Journal  
13 Kanawha Blvd  
Suite 100  
Charleston, WV 25302-2350

Statewide Service  
603 Main Avenue  
Nitro, WV 25143-2137

Steers Heating and Cooling  
3311 Dudley Avenue  
Parkersburg, WV 26104-1896

Stonewall Retail Marketing, Inc.  
154 1/2 Loft Front Street  
Marietta, OH 45750

Suttle & Stalnaker  
201 Third St, Towne Square  
P.O. Box 149  
Parkersburg, WV 26102-0149

Suttle & Stalnaker, PLLC  
1411 Virginia Street, East  
Charleston WV 25301-3016

Synergy Sports Technology  
1004 Commercial Avenue PMB 264  
Anacortes, WA 98221-4117

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Cincinnati, OH 45241-5807

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2801 E. Memorial Road  
Edmond, OK 73013-6474

The Christian Chronicle  
P.O. Box 11000  
Oklahoma City, OK 73136-1100

The Goals Group  
640 Lakeview Plaza  
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Columbus, OH 43085-4782

The Huntington National Bank  
5555 Cleveland Avenue  
Columbus, OH 43231-4048

The Shumard Foundation, Inc.  
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400 Maryland Avenue SW  
Washington DC 20202-0008

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Parkersburg, WV 26101-5341

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Atlanta, GA 30328-3474

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Suite 350  
Colorado Springs, CO 80919-2245

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Corporate Trust Department  
P.O. Box 393  
Charleston, WV 25322-0393

United Bank, Inc.  
Peter M. Pearl, Spilman Thomas & Battle  
310 First Street, Suite 1100  
Roanoke VA 24011-1916

United States Trustee  
2025 United States Courthouse  
300 Virginia Street East  
Charleston, WV 25301-2503

UnitedHealthcare Insurance Company  
ATTN: CDM/Bankruptcy  
185 Asylum Street - 03B  
Hartford CT 06103-3408

University of Charleston  
2300 MacCorkle Avenue SE  
Charleston, WV 25304-1099

Unum Life Insurance Company of America  
P.O. Box 406990  
Atlanta, GA 30384-6990

VARS Resources LLC  
2330 Interstate 30  
Mesquite, TX 75150-2720

VTZ  
304 W. Main St.  
Shawnee, OK 74801-6838

Verizon  
2504 Murdoch Ave  
Parkersburg, WV 26104-2511

WV Secretary of State  
Building 1, Suite 157-K  
1900 Kanawha Blvd. East  
Charleston, WV 25305-0001

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2020 E. Maple Street  
North Canton, OH 44720-3336

Walt Auvil  
1208 Market Street  
PARKERSBURG, WV 26101-4323

Washington County Schools Career Center  
21740 St. Route 767  
Marietta, OH 45750

Waste Management of WV  
P.O. Box 13648  
Philadelphia, PA 19101-3648

Wellspring International Education LLC  
Greg Schrader  
729 Main St.  
Longmont, CO 80501-4920

West Virginia Elevator, LLC  
P.O. Box 57  
Amm, WV 25005-0057

West Virginia Independent College  
1411 Virginia St. E  
Charleston, WV 25301-3086

West Virginia Potato Chip Co.  
512 W. Virginia Ave  
Parkersburg, WV 26101-1647

West Virginia University  
P.O. Box 6090  
Morgantown, WV 26506-6090

West Virginia Wesleyan College  
59 College Avenue  
Buckhannon, WV 26201-2600

White Ferry Rd. Church of Christ  
3201 N. 7th  
West Monroe, LA 71291-2229

William Ingram  
471 Next Rd  
Sistersville WV 26175-7087

William P. Wassweiler  
Ballard Spahr  
2000 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402-2117

William Phillis  
1019 Torrey Hill Drive  
Columbus, OH 43228-3529

Willis Dye Family Planning Trust  
Katherine Williams, Trustee  
549 Deer Lake Drive  
Findlay, OK 45840-8002

Winner's Choice, Inc.  
2018 Pleasant Valley Rd.  
Fairmont, WV 26554-9459

Wood County Development Authority  
P.O. Box 1683  
Parkersburg, WV 26102-1683

YCWV of Parkersburg  
1800 30th St.  
Parkersburg, WV 26101-2700

John Lantzy  
Smith, Elliott, Kearns & Company, LLC  
19405 Emerald Square  
Suite 1400  
Hagerstown, MD 21742-3666

Martin P. Sheehan  
Sheehan & Associates, P.L.L.C.  
1140 Main St., Ste 333  
26003  
Wheeling, WV 26003-2742

Thomas Fluharty  
408 Lee Avenue  
Clarksburg, WV 26301-3638

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Cranehill Capital LLC  
5206 McKinney Avenue  
Suite 204  
Dallas, TX 75225

Army Emergency Relief  
2530 Crystal Drive  
Suite 13161  
Arlington, VA 22202

Chase Cardmember Service  
P.O. Box 15153  
Wilmington, DE 19886

De Lage Landen Financial Services  
P.O. Box 41602  
Philadelphia, PA 19101-1602

Dodson Pest Control  
P.O. Box 10249  
Lynchburg, VA 24506-0249

Frontier Communications  
Bankruptcy Dept  
19 John St  
Middletown, NY 10940

(d)Frontier Communications  
P.O. Box 20550  
Rochester, NY 14602-0550

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.